

PLEASE DOCKET

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joan Greene

v.

Metropolitan Edison Company

DOCUMENT
FOLDER

C-20029142

ORDER DIRECTING RESPONDENT TO FILE AN ANSWER

This complaint was filed on December 24, 2002. On Feb. 5, 2003, an Interim Order setting a settlement conference was issued. The mediation appears to have ended August 12, 2003. I can find no evidence of an answer in the file given to me by staff, in the Commission's Document Folder for this case, or on Commission's computerized docket entry system. I therefore conclude that none was filed. It is unfair to require a complainant to go to hearing before the respondent has put its position in writing. Also, this case is scheduled for hearing on December 2, 2003. This hearing should be canceled. If Metropolitan Edison Company files a timely answer, the hearing should then be scheduled.

ORDER

THEREFORE, IT IS ORDERED.

1. Metropolitan Edison Company has twenty (20) days from the date of this order to either satisfy this complaint or to file with the Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17120, an answer (original and two copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. Metropolitan Edison Company must also serve a copy of the answer upon the complainant and upon the undersigned Administrative Law Judge.

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2. If Metropolitan Edison Company fails to either satisfy this complaint or to file an answer or other responsive pleading within twenty (20) days, Metropolitan Edison Company will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the undersigned Administrative Law Judge may, without hearing, enter an order which either revokes or suspends any certificate or permit held by Metropolitan Edison Company or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq., in addition to granting the relief requested by the complainant.

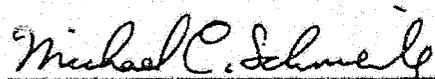
3. If Metropolitan Edison Company elects to satisfy this complaint Metropolitan Edison Company must file, within twenty (20) days from the date of this order, an affidavit executed by the complainant that this complaint has been satisfied. Such affidavit must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from the complainant, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If Metropolitan Edison Company files an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the undersigned Administrative Law Judge may, without bearing, enter an order which either revokes or suspends any certificate held by Metropolitan Edison Company or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq., in addition to granting the relief requested by the complainant.

5. If Metropolitan Edison Company files a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be scheduled for hearing and decision. If, after hearing on the issues raised by that answer, Metropolitan Edison Company is found to have committed any of the violations alleged in the complaint, the undersigned Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by Metropolitan Edison Company or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in this complaint.

6. The hearing scheduled for December 2, 2003 shall be canceled.

Date: November 3, 2003



Michael C. Schnierle
Administrative Law Judge

LAW OFFICES
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November 21, 2003

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VIA UPS OVERNIGHT

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265

ORIGINAL

Re: Joan Greene v. Metropolitan Edison Company
Docket No. C-20029142

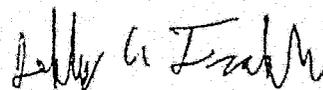
Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Answer on behalf of Metropolitan Edison Company in the above-referenced matter. Filing was delayed with the consent of the Complainant and Office of Administrative Law Judge during settlement discussions between the parties and is now made consistent with the November 3, 2003 Order of Administrative Law Judge Michael C. Schnierle. This document has also been served on the parties of record as shown in the Certificate of Service.

If you have any questions, please contact me.

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP



Jeffrey A. Franklin

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Enclosures
JAF:jab

c: As per Certificate of Service
ALJ Michael C. Schnierle

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

JOAN GREENE

v.

METROPOLITAN EDISON COMPANY

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:
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Docket No. C-20029142

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the Answer of Metropolitan Edison Company upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

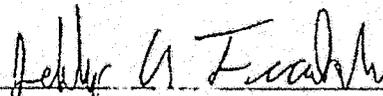
Service by UPS Overnight, postage prepaid, addressed as follows:

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Service by First Class Mail, postage prepaid, addressed as follows:

Joan Greene
845 Locust Street
Mt. Wolf, PA 17347-9509

Dated: November 21, 2003



Jeffrey A. Franklin
RYAN, RUSSELL, OGDEN & SELTZER LLP
1105 Berkshire Boulevard, Suite 330
Wyomissing, Pennsylvania 19610-1222
(610) 372-4761

Attorneys for
Metropolitan Edison Company

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION
ORIGINAL

JOAN GREENE

v.

Docket No. C-20029142

METROPOLITAN EDISON COMPANY

**ANSWER OF METROPOLITAN EDISON COMPANY
TO THE COMPLAINT OF JOAN GREENE**

DOCUMENT
FOLDER

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, Metropolitan Edison Company ("Met-Ed"), by and through its counsel, Alan Michael Seltzer, Jeffrey A. Franklin, Bridgid M. Good and Ryan, Russell, Ogden & Seltzer LLP, answers the above Complaint pursuant to Section 5.61 of this Commission's regulations, 52 Pa. Code § 5.61, as follows:

1. Admitted.
2. Admitted. By way of further answer, the Complainant is a customer of Met-Ed.
3. For purposes of this Answer, the several sentences of this paragraph have been restated and answered as they appear as follows:

- 1) First, I want to know why Met-Ed sent me three separate bills for January, February and March 2002 which verified three (3) times on each bill that Met-Ed took an "actual" meter reading for which they billed me, but then after I filed my complaint letters and wrote their parent company's CEO, Met-Ed changed its mind and insisted that those three months of "actual" readings were only "estimated" readings.

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To the extent that it is not a prayer for relief which requires no answer herein, it is admitted in part and denied in part. It is admitted that Met-Ed rebilled the Customer in response to her inquiries and the Company's investigation thereof. It is

further admitted that Met-Ed's rebilling corrected an apparent meter reading error and changed the status of the meter reads to "estimated" instead of "actual" due to identification of this problem. The remainder of this sentence is denied. After reasonable investigation, Met-Ed is without knowledge or information sufficient to form a belief as to the truth of the averments as to "what the Complainant wants to know" and demands proof thereof, if relevant, at hearing.

- 2) **I believe it was solely for the purpose of establishing a method of cover-up for their overcharges.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments regarding what the Complainant "believes" and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed specifically denies that the rebillings were a "cover-up".

- 3) **By declaring posthumously that my Jan-Feb-Mar bills were only estimates, Met-Ed gave themselves license to manipulate my existing billing records for those months.**

Denied. Met-Ed denies any impropriety in rebilling the Complainant based on the Company's investigation of the Complainant's inquiries.

- 4) **They call it "rebilling" and "spreading-the-usage."**

Admitted. Met-Ed admits that they rebilled the Complainant in response to its investigation of the Complainant's inquiries and that Met-Ed uses estimated meter reads in addition to actual meter reads.

- 5) **I call it falsification of my records.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence

and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies falsifying its records in this matter.

- 6) **I want to know why, as a consumer, I cannot take the data on my Met-Ed bills as correct and reliable without the data subsequently being subject to manipulation by Met-Ed.**

Denied. To the extent that it is not a prayer for relief which requires no answer herein, it is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed avers that it strives to issue bills that are correct and Met-Ed attempts to correct any billing errors that are identified by it or the Customer.

- 7) **I do not understand why Met-Ed did not just tell me they overcharged me and give me a refund.**

Admitted in part and denied in part. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies that it overcharged the Complainant and failed to give the Complainant a refund. Met-Ed avers that in response to the inquiries of the Complainant it rebilled the Complainant and that the Complainant did not pay the original bills so no credit or refund was due.

- 8) **It boggles my mind.**

Denied. To the extent an answer is required herein, after reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing.

- 9) **I want to know why Met-Ed failed to notify me in a written, straightforward, honest letter (1) how many kilowatt hours they overcharged me and (2) how many dollars they overcharged me.**

Denied. To the extent that this is not a prayer for relief which requires no response herein, it is denied. Met Ed avers that it did respond to the Complainant in writing regarding the specifics of the dispute.

- 10) **To me that is cut and dried: tell me how much and give me a credit or refund. No big deal.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed avers that it has already rebilled the Complainant and incorporates its response to number 9 above.

- 11) **Rather than do that, Met-Ed ignored my letters of complaint until I wrote several letters to the CEO of First Energy, Mr. Peter Burg, who turned and problem back over to Mr. Brian Lowe, Supervisor of Customer Service at Met-Ed.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies that it ignored the Complainant's letters or inquiries and avers that Met-Ed responded both orally and in writing to the Complainant's inquiries.

- 12) **Met-Ed went through gyrations and shenanigans which they call "rebills" but which I believe are falsifications of my billing records for the period of 25 December 2001 through 25 March 2002.**

Admitted in part and denied in part. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments regarding the averments in this sentence and what the Complainant "believes" and demands proof thereof, if relevant, at hearing. Met-Ed admits that it rebilled the Complainant after investigation of the Complainant's inquiries. Met-Ed specifically denies that such rebills are inappropriate or "falsifications".

13) I flat out rejected the "rebills."

Admitted in part and denied in part. Met-Ed admits that the Complainant appears to reject the rebills. Met-Ed specifically denies that such rebills are inappropriate.

14) I ignored them except to report to Mr. Burg on why and how I believe the "rebills" are fraudulent.

Admitted in part and denied in part. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence regarding why the Complainant ignored Met-Ed's rebills or what the Complainant "believes" about the rebills and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed specifically denies that it believes the rebills are fraudulent or inappropriate.

15) I want to know why Met-Ed used the "rebills" in lieu of notifying me by a written letter which contained a brief, but full and detailed, explanation of all Met-Ed overcharges.

Admitted in part and denied in part. To the extent that this is not a prayer for relief which requires no response herein, Met-Ed specifically denies that it did not respond in writing to the Complainant and Met-Ed avers that in fact it did respond in writing to the Complainant's inquiries.

- 16) **I want to know why Met-Ed used their "spread-the-usage" tactic to spread my electricity usage equally over the contested three months.**

To the extent the averments in this sentence are not prayers for relief which require no response herein, they are denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed avers that it properly rebilled the Complainant.

- 17) **I did not use an equal amount of electricity for each of the three months and objected to the tactic in writing as a falsification of my billing records.**

Admitted in part and denied in part. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence regarding the Complainant's claimed electric usage or characterizations of the Company's response to her inquiry or billing and demands proof thereof, if relevant, at hearing. Met-Ed admits that the Complainant wrote to it contesting the electric usage for these three months. Met-Ed specifically denies falsifying the Complainant's records. Met-Ed avers that it properly rebilled the Complainant.

- 18) **Met-Ed used this spread-the-usage tactic to cover up the sharp spike of 5520 kilowatt hours which they had charged on my 26 January bill.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies that its billing was a "cover up" of anything. Met-Ed avers that it properly rebilled the Complainant.

- 19) **The tactic brought the erroneous spike of 5520 kilowatts hours down to only 1200 kilowatt hours as shown on their "rebill" for January.**

Admitted in part and denied in part. Met-Ed specifically denies that its billing or rebilling is a "tactic". After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments regarding the remaining averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed admits that it rebilled the Complainant.

- 20) **This high spike of 5520 kWhs hours in January was what started my initial complaint.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence regarding what prompted the Complainant and demands proof thereof, if relevant, at hearing.

- 21) **Now it had been successfully and completely erased from my records by Met-Ed's spread-the-usage tactic and rebill.**

Admitted in part and denied in part. Met-Ed admits that it rebilled the Complainant's account to address her concerns. Met-Ed avers that the rebilling successfully did so. Met-Ed specifically denies that the Complainant's records at Met-Ed were "completely erased".

- 22) **This was overkill.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averment or what the Complainant means by "overkill" and demands proof thereof, if relevant, at hearing.

- 23) **I want to know why Met-Ed used this tactic while there existed two correct actual meter readings done by Met-**

Ed – one prior to and one subsequent to the three-month contested period.

To the extent the averment herein is not a prayer for relief which requires no response hereto, it is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed avers that its rebilling is correct.

24) One on 24 Dec 01 which showed an actual meter reading of 447 and the other on 23 Apr 02 which showed an actual meter reading of 556.

Admitted.

25) Assuming for argument's sake that the original 26 January 2002 bill was an estimate in the first place, which I do not believe, how did Met-Ed come up with the "5520 Kilowatt Hours Used."

Denied. To the extent an answer is required herein, Met-Ed calculated the energy used based upon meter readings, one of which appears to be erroneous. Met-Ed avers that it properly rebilled the Complainant.

26) That was triple my normal usage.

Admitted.

27) I went back several years as shown on my charts and did not find another bill even close to that amount.

Admitted in part and denied in part. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments regarding what the Complainant did, work included, and demands proof thereof, if relevant, at hearing. Met-Ed admits that the usage calculated for service to January 25, 2002 was abnormally high compared to the Complainant's prior usage.

28) **How and why did Met-Ed arrive at such a high figure of 5520?**

Denied. To the extent any answer is required herein, Met-Ed incorporates its response to number 25 above.

29) **It is my belief that in addition to falsifying my Jan-Feb-Mar bills with their spread-the-usage tactic and rebills, Met-Ed also falsified my original 23 April 2002 bill.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments contained in this sentence or what the Complainant believes and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies falsifying any bills or usage to the Complainant. Met-Ed avers that it properly rebilled the Complainant.

30) **They had been caught with their hands in the cookie-jar, so in April they secretly and retroactively lowered the meter-reading figure by 100 for the previous month of March 2002.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. Further, Met-Ed specifically denies any wrongdoing, being secretive or any other impropriety. Met-Ed avers that it identified a meter reading error and followed its standard procedure of issuing corrected bills. Met-Ed avers that it properly rebilled the Complainant.

31) **My original March bill said "637," but my original April bill says "537" for March, an unnoticeable change of only one digit.**

Admitted in part and denied in part. Met-Ed specifically denies that the change in meter reading from "637" to "537" is "unnoticeable" and, in fact, is a correction for the apparent meter reading error.

- 32) **Nowhere on the April bill did Met-Ed draw attention to this fact.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed avers that the rebills were identified as such.

- 33) **Nowhere on the bill did Met-Ed explain how many kilowatt hours or how many dollars the drop of 100 in my meter-reading would be, or in other words, how much Met-Ed had overcharged me.**

Admitted in part and denied in part. Met-Ed admits it did not provide a comparative explanation in its rebill of the difference between the original bill and the rebill usage or amounts; however, the rebills accurately reflected the Complainant's usage and appropriate billing and the Complainant did not pay the rebills so Met-Ed specifically denies the Complainant was "overcharged".

- 34) **Their sneakiness made me furious, so I wrote a letter to Met-Ed on the day I received the April bill which was 25 April 2002, a computer copy of which I am enclosing.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies that its conduct with respect to the Complainant was "sneaky". To the contrary, Met-Ed avers that it has repeatedly attempted to clarify this matter for the Complainant and its rebilling was proper.

- 35) **My letter of 25 April was very clear and specific on how I would like the problem resolved in a simple manner which I could understand.**

Denied. Met-Ed incorporates its response to number 34 above.

- 36) Based on the fact that Met-Ed misread my meter too high for each of the three consecutive months of January, February and March 2002, I asked Met-Ed to figure the kilowatt hours I used from their last correct "actual meter reading on 24 December up to their next correct "actual" meter reading on 23 April.

Admitted in part and denied in part. Met-Ed admits the Complainant has requested recalculation of her usage and bills based on an apparent misreading of the meter servicing the Complainant. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the remaining averments in this sentence and demands proof thereof, if relevant, at hearing.

- 37) THAT IS THE ONLY WAY THAT I WILL EVER UNDERSTAND WHETHER OR NOT THE ERRONEOUS USAGE SHOWN ON MY THREE BILLS IS CORRECTED.

Denied. To the extent that it is not a prayer for relief which requires no answer herein, it is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed avers that it has already provided the Complainant corrected bills, account statements, and oral and written explanations.

- 38) This method would give us what the meter says I used, which is the proper criterion (not Met-Ed's rebills).

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed denies that this is the proper method for rebilling the Complainant in this matter. Met-Ed avers that it properly rebilled the Complainant.

39) I don't believe that was too much to ask.

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence or what the Complainant believes and demands proof thereof, if relevant, at hearing.

40) In my succeeding letters, I asked and re-asked.

Admitted. Met-Ed avers that it repeatedly responded.

41) But Met-Ed consistently ignored me and refused to give me that simple figure, which finally made me believe that the three overcharges were not an honest mistake.

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence or what the Complainant believes and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed specifically denies that it refused to provide responsive information to the Complainant or that the apparent meter reading mistake was not an honest mistake. Met-Ed avers that it properly rebilled the Complainant.

42) Moreover, Met-Ed went into their elaborate scheme of "spreading-the-usage" and "rebills" which is a sure vehicle for cover-ups.

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies any impropriety or an "elaborate scheme" or a "cover-up". Met-Ed avers that it properly rebilled the Complainant.

43) Met-Ed was smashing a flea with a sledgehammer.

Denied. Met-Ed avers its response was measured and appropriate.

- 44) **Methinks [sic] they protested too much which furthered my belief that the overcharges were deliberate – a scam.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence or what the Complainant thinks and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies any deliberate wrongdoing or a "scam".

- 45) **My 25 April request was also based on a second very critical fact: The meter-reading figure on Met-Ed's 23 April bill finally aligned itself with the lower number on my electric meter and that is why I consistently and repeatedly asked Met-Ed to figure the charges for the period of 24 Dec all the way up to 23 Apr – not stopping at the 25 March bill which was not aligned with my meter.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed avers that it has provided bills and an account statement after March 25, 2002 to the Complainant.

- 46) **To this day, Met-Ed has never done that for me.**

Denied. Met-Ed incorporates its response to number 45 above.

- 47) **From my bills for that period, I found that Met-Ed billed me for 8360 kilowatt hours but that my meter said I used only 4360 kilowatt hours – an overcharge of 4000 kilowatt hours which I specifically set forth in my 25 April letter.**

Admitted in part and denied in part. Met-Ed admits the Complainant made such claims in a letter dated 25 April 2002. By way of further answer, Met-Ed incorporates its responses to number 7 above.

- 48) **Not only did Met-Ed not give me their figure as requested, Met-Ed refused to even confirm or deny my three figures.**

Denied. Met-Ed denies that it did not give the Complainant its figure. To the contrary, Met-Ed avers that it provided the Complainant with rebills with the corrected usage and bill amounts in follow-up explanations thereof.

- 49) **I do not know how to figure the cost for those 4360 kilowatt hours of electricity which the meter says I used from 24 Dec to 23 Apr.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence or what the Complainant "knows" and demands proof thereof, if relevant, at hearing.

- 50) **It would have taken Met-Ed's accountant only several minutes to figure the dollar amount and respond in writing to my 25 April letter.**

Denied. Met-Ed denies that such a calculation could easily and quickly be derived that would be accurate. Met-Ed avers that it has responded repeatedly to the Complainant explaining what she owes for electric service rendered. Met-Ed also avers that the rebilling is accurate.

- 51) **I do know from Met-Ed's bills that they billed me \$750.38 for the stated period.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence or what the Complainant "knows" and demands proof thereof, if relevant, at hearing. Further, Met-Ed avers that the bills speak for themselves.

- 52) **But that is too high because it includes the 4000 hours of overcharge.**

Denied. Met-Ed specifically denies that the corrected or rebilled amounts include any overcharges.

53) I am so confused about what I owe at this point.

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence regarding what the Complainant's state of mind is or what the Complainant knows and demands proof thereof, if relevant, at hearing. Met-Ed avers that it has repeatedly explained to the Complainant what she owes for electric service rendered.

54) Met-Ed still shows some back charges, but I have no way of knowing whether they are correct.

Admitted in part and denied in part. Met-Ed admits the Complainant still owes some amount for prior service rendered. Met-Ed denies that the Complainant has no way of knowing whether or not her charges are correct. Further, Met-Ed avers that the Complainant's bills and applicable tariff provision and meter reads would allow the Complainant or someone on her behalf to calculate her amounts due which are also reflected on Met-Ed's bills to the Complainant.

55) Met-Ed might owe me a refund or credit if they would deduct the 4000 hour overcharge.

Denied. Met-Ed denies that it owes the Complainant a refund or credit once the apparent meter reading error was corrected in the rebilling. Met-Ed avers that the Complainant did not pay the original bills. If she had paid the original bills, it would have then resulted in a credit or refund to the Complainant.

56) I have been paying my monthly bill in a timely manner each month from the time that the bill finally aligned itself with my meter on 23 April, so all that I may owe is for the contested period.

Admitted in part and denied in part. Met-Ed denies that the Complainant's payments have been full and timely. Met-Ed admits that the Complainant has substantially paid her current bills and most of the rebilled amount for the contested period.

- 57) **And I have paid around \$595.00 toward that portion of my bill, because Met-Ed twice threatened to cut off my electricity.**

Admitted in part and denied in part. Met-Ed admits the Complainant has made payments towards her account and that when the account was in arrears standard collection letters were issued to the Complainant.

- 58) **I asked the Public Utilities Commission on appeal to help get a verification of the three costs for me.**

Denied. To the extent that it is not a prayer for relief which requires no response herein, and is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing.

- 59) **I sent them a copy of the 9 letters I wrote to Met-Ed and to Mr. Burg, which are incorporated herein by reference.**

Met-Ed admits that the Complainant has sent numerous letters to the Commission and Mr. Burg and had attachments to the Complaint which speak for themselves.

- 60) **It still boggles my mind why Met-Ed would not figure my electricity usage from 24 Dec 01 to 23 Apr 02, give me a credit or refund, and close out my simple case.**

Denied. Met-Ed denies that it refused to calculate the Complainant's usage from December 24, 2001 to April 23, 2002. To the contrary, Met-

Ed avers that it did provide this usage and appropriately rebilled it and that the Complainant was not due any credit or refund because the Complainant did not pay the original bills issued.

61) Then it occurred to me that perhaps I was not the only customer being scammed.

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. Met-Ed specifically denies that it was "scamming" the Complainant.

62) If I were the only scamee, it would have been easy to correct my bill in the simple way I wanted and write me a letter.

Denied. Met-Ed specifically denies that the Complainant was a "scamee" or that it was simpler or appropriate to adjust the Complainant's account as she requested.

63) But if I were not the only customer being scammed, then it would be time-consuming for Met-Ed to correct everybody's records and draw-up their laborious rebills for each month.

Denied. Met-Ed specifically denies that the Complainant or other customers were being "scammed" or that the appropriate rebills are necessarily time-consuming or that three bills would be necessary or appropriate for other customers.

64) So I also wrote to the local District Attorney here in York County.

Admitted. By way of further answer, Met-Ed avers that, after reasonable investigation, the District Attorney of York County found no evidence of wrongdoing

65) **I do not know how you eventually got my problem.**

Denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing. By way of further answer, Met-Ed avers that the Complainant filed a Formal Complaint resulting in this litigation.

66) **But if you do not have the nine letters I would like to send you a set, because it is important to me for the investigator to be able to read about my struggle with Met-Ed from beginning to end.**

Denied. To the extent any response is required herein, it is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing.

67) **It has been frustrating and I have worked hard to document it.**

Denied. To the extent any response is required herein, it is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing.

68) **Please let me know if I can help in any way.**

Denied. To the extent any response is required herein, it is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing.

69) **My phone number is 717-266-0144.**

To the extent any response is required herein, it is admitted.

70) Thank you very much for your interest in looking into this matter.

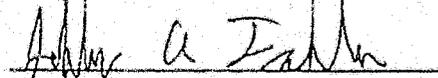
Denied. To the extent any response is required herein, it is denied. After reasonable investigation, Met-Ed lacks knowledge or information sufficient to form a belief as to the truth of the averments in this sentence and demands proof thereof, if relevant, at hearing.

4. The allegations in this paragraph constitute a prayer for relief to which no responsive pleading is required.

WHEREFORE, Metropolitan Edison Company hereby requests that the Complaint of Joan Greene be dismissed with prejudice.

Dated: November 21, 2003

Respectfully submitted,



Jeffrey A. Franklin

Bridgid M. Good

RYAN, RUSSELL, OGDEN & SELTZER LLP

1105 Berkshire Boulevard, Suite 330

Wyomissing, Pennsylvania 19610-1222

(610) 372-4761

Attorneys for
Metropolitan Edison Company

08 December 2003

Secretary
Pennsylvania Public Utility Commission
Harrisburg PA 17105-3265
P. O. Box 3265

DOCKETED
FEB 09 2004

C-20029142
ORIGINAL

Re: Second Appeal

Dear Secretary:

1. Please insert this copy of my formal complaint letter to Mr. Peter Burg, Chief Executive Officer of First Energy, into my second complaint file on:

Do I Have The Right To Read My Own Meter
Each Month and Must Met-Ed Use My Actual
Reading?

DOCUMENT

The 05 Nov complaint (Enclosure #1) concerns the 24 Oct 03 bill on which Met-Ed recharged 80 kilowatt hours for a second time. I have forwarded to you copies of my formal complaints about Met-Ed's scams in order to build up a file at PPUC which shows justification for: (1) my request to read my own meter, (2) Met-Ed's mandatory use of my actual meter reading to figure my electricity consumption bill each month, and (3) Met-Ed's compulsory provision of meter-reading dial cards in a timely manner.

2. For a running tally, I have drawn up the following chart to show that Met-Ed has now scammed me four separate times for a total of 9,240 kilowatt hours in the amount of \$837.55 in the time span of the last 22 months.

Met-Ed Overcharges		
Bills Dated	In Kilowatt Hours	In Dollars
Jan-Apr 2002	4,000	\$ 387.58
Jan 2003	1,480	132.74
Sep 2003	3,680	310.48
Oct 2003	80	6.75
	<u>9,240</u>	<u>\$ 837.55</u>

RECEIVED

DEC 15 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

However, I am more infuriated by the falsification of my records by Met-Ed and its attorneys to cover up the scams. I have not been reticent about notifying the CEO of First Energy, Met-Ed and its attorneys of my outrage, copies of which you have. But the scams and fraudulent Rebills not only continue but worsen. Met-Ed's penultimate scam was tenfold their previous month's billing—see my complaint dated 06 Oct 03. For the modus operandi which Met-Ed uses to cover up their scams when caught with their hands in the cookie jar, see the enclosed 05 Nov 03 complaint as well as those dated 25 Apr 02 and 24 Feb 03.

3. I have proven in three separate complaints that Met-Ed:

- Scammed me.
- Then falsified my records with Rebills to cover up their scams.
- Then covered up their falsifications on the Brown Mahogany between the bills so the consumer and forensic accountant cannot see the data.

I have drawn up two charts (Enclosure #2) containing an overview of the pertinent data on Met-Ed's original monthly bills which show how and where Met-Ed hides the cover-up of their falsifications on The Brown Mahogany between the bills. The situation cannot get much worse. This is a request for the Public Utility Commission to stop Met-Ed and its attorneys from using their creative Off-the-Books accounting.

4. My first complaint to PPUC about Met-Ed's 4000-kWh scam from 25 Dec 01 to 23 Apr 02 and the falsification of records pertinent thereto is now before the Administrative Law Judge. His office called to set up a three-way conference call with Met-Ed's attorney, Jeffrey Franklin. I declined to participate in the call, because I had come to the belief that since Mr. Franklin was not furthering the resolution, he must be part of the problem. Mr. Franklin called numerous times for extensions which I granted him although there was no progress and I was receiving no viable settlement offer. When Mr. Franklin finally responded, it was up-in-my-face and insulting. Mr. Franklin based his response to my complaint upon Met-Ed's odious Rebills. The most important thing I asked for in my complaint was that the Rebills not be used as a basis for response. But Mr. Franklin used them anyway. My grants of extensions were a waste of time. During the squandering, I have been scammed three more times by Met-Ed. I do not plan to talk with Mr. Franklin again or anyone at his law firm of Ryan, Russell, Ogden & Seltzer.

After the ALJ served papers on Met-Ed, I was first contacted by Carl Engleman at the firm. He called and asked for a 14-day extension, but I gave him 30 days if he would get an honest accounting of my bill. I told him he could have the extension "if you don't let Met-Ed hornswoggle you into using their Rebills." In my letter to Mr. Burg dated 31 Jan 03, I said Mr. Engleman could have as much time as he needed as long as he ignored the fraudulent "Rebills" and used my original monthly bills:

I received a call from Carl Engleman of Ryan, Russell, Ogden & Seltzer who informed me that he is representing Met-Ed in my first complaint which he was served by the PUC. I granted his request for a 14-day extension to reply to the PUC. In fact, I gave him 30 days. I told him that if anyone is willing to look at Met-Ed's original bills [not "rebills"] and get me the number of kWh and cost for the electricity which my meter says I used between 25 Dec 2001 and 23 Apr 2002, I was happy to give him extra time, all he needs. As long as he ignores the fraudulent "rebills" and uses the original bills.

I sent a computer copy of Mr. Burg's letter to Mr. Engleman at Ryan, Russell, Ogden and Seltzer, so the law firm had my request in writing as well as verbal. Then his supervisor, Jeffrey Franklin, took over and called me for the many unproductive extensions. Mr. Franklin knew or should have known that I considered the Rebills to be fraudulent cover-ups for Met-Ed's scams, because I discussed them in minutiae in the body of my submission to the PPUC. He also knew that my preface to the section "What Would You Like the Business to Do to Settle your Complaint" unmistakably proscribed his use of the Rebills. The preface stated:

In one inclusive written letter--no verbal calls--I want Met-Ed to do the following. In order to be acceptable, Met-Ed must use my original bills and not their "rebills".

The section then went on to list the 10 items I would like for Met-Ed to address. In his settlement offer of 15 May 03, Mr. Franklin responded to most of the items and admitted my assertions that Met-Ed's bills charged me 8360 kWhs for the subject period, that according to Met-Ed's bills my meter verified that I used only 4360 kilowatt hours, and that there was an overcharge of 4000 kWhs according to the original monthly bills. I appreciated his candor in predicating his admissions on my original monthly bills as I had requested. All fine and good, but then he did an about-face, walked away from the original monthly bills, and used the fraudulent rebills to figure the accounting summary, which he put into chart forms. Mr. Franklin failed to use only my original monthly bills as required.

Mr. Franklin called to discuss his offer and I rejected it in no uncertain terms. I told him his Account Summary chart was not based on the data on my original bills which is what I requested in my complaint to the PPUC, that his Summary Chart was based on the Rebills. He said "No, the account summary chart states it was based on "Special" bills. I told him "A rose is a rose is a rose. It is still the same data on the fraudulent Rebills no matter what you want to call it." But I later discovered that I was wrong--he used his own falsified information which was inconsistent with all the other data I had gotten from Met-Ed.

Mr. Franklin's information was not based on an "Actual" or "Estimated" meter reading but on "Special" meter readings for each of the three months. I now had at least four differing sets of data for each of the three consecutive months of Jan-Feb-Mar 2002 in which Met-Ed had misread my meter too high each month in "Actual meter readings", against which I filed the complaint which is now before the ALJ. On the next page I have charted them, showing (1) the "Actual" meter reading information shown on my original monthly bill for electricity consumption, (2) Ms. Terrie Christman's Rebills for each month post dated 09 Apr 02, and (3) Mr. Franklin's first account summary dated 15 May 03 containing his "Special" meter readings--none of the three sets of data matches, so how am I supposed to understand my accounting:

**THREE DIFFERENT SETS OF DATA JOAN GREENE RECEIVED
FOR JAN AND FEB AND MAR OF 2002**

	Met-Ed Bill Date	Number of Days in Billing Period	Meter Reading	Method of Meter Reading	Kilowatt Hours Used	Total Met-Ed Energy Charges	Late Payment Charges
25 JANUARY 2002							
Original Monthly Bill	01/26/02	32	585	Actual	5520	\$ 473.91	\$ 4.40
Terrie Christman's 09 Apr 02 Rebill	01/25/02	32	477	Rebill	1200	111.76	4.40
Jeffrey Franklin's 1 st Summary Chart dated 15 May 03	01/25/02	32	485	Special	1520	139.34	4.40
25 FEBRUARY 2002							
Original Monthly Bill	02/25/02	31	613	Actual	1120	\$ 111.07	\$10.05
Terrie Christman's 09 Apr 02 Rebill	02/25/02	31	507	Rebill	1200	107.75	1.23
Jeffrey Franklin's 1 st Summary Chart dated 15 May 03	02/25/02	31	513	Special	1120	111.07	10.05
25 MARCH 2002							
Original Monthly Bill	03/25/02	28	637	Actual	960	\$ 94.67	\$ 7.12
Terrie Christman's 09 Apr 02 Rebill	03/25/02	28	537	Rebill	1200	107.75	1.23
Jeffrey Franklin's 1 st Summary Chart dated 15 May 03	03/25/02	28	537	Special	960	84.67	7.12

NOTE:

1. Mr. Franklin on his "Special" January bill drops 4,000 kWhs Used from my original monthly bill. From "5520" down to "1520". In one whack, Mr. Franklin falsifies my original January monthly bill and covers up the exact amount of Met-Ed's 4000-kWh-scam. He lowers the "Total Met-Ed Energy Charges" from the fraudulent \$473.91 on 25 Jan 02 down to only \$139.34. He also lowers the meter reading by 100 from the fraudulent high false scam of "585 Actual Meter Reading" shown on my original January bill down to his "485". So there was no need for him to falsify the February and March bills. The scam had already been papered over. But he lowered by 100 the meter reading in February from "613" to "513". He lowered by 100 the meter reading in March from "637" to "537". For the 3 months, he lowered the meter readings by 300 points. My multiplier is 40, so that would be 12,000 fewer kilowatt hours used and \$1,012.50 fewer dollars in Energy Charges. I don't think so. He fudged up the numbers until they are sorely unrealistic. They don't compute. I am in the process of preparing a detailed scenario of his three "Special" meter readings for submission to the ALJ.

2. Ms. Christman falsifies all three original monthly bills by equally spreading out the usage to 1200 kWh used per month for some strange reason—against which I filed a complaint with Met-Ed and Mr. Burg on falsification of my records. She now shows the method of meter readings was not "Actual" for January, February and March 2002 which is false, because Met-Ed's original monthly bills said all three months were "Actual" meter readings as shown above. For each month, Ms. Christman retroactively lowers the "Meter Reading" but does not lower February and March's "Kilowatt Hours Used" or "Energy Charges", which should go down correspondingly with her lowered meter reading each month. She lowers January's meter reading by 108 points—February's by 106 points—and March's by 100 points. In total, she lowers the meter readings by 314 points. My multiplier is 40, so that would be 12,560 fewer kilowatt hours for the three months as compared to Mr. Franklin's reduction of 12,000. Ms. Christman's 314-point drop in meter readings would be \$1,059.74 fewer dollars in Energy Charges. Not possible. Ms. Christman's figures do not compute which I also will address to the ALJ in further detail.

3. Mr. Franklin's and Ms. Christman's account summaries contradict each other, and both contradict my original monthly bills for Jan-Feb-Mar 2002 as shown above. My 23 Apr 02 Original Monthly bill was already falsified by Met-Ed upon issuance—with March's fraudulent "637" meter reading retroactively and secretly lowered to April's meter reading of "537" without drawing it to my attention or telling me on the 23 April bill how many fewer kilowatt hours and dollars that would be. And, of course, no mention of a refund. See my 25 Apr 02 complaint.

Additionally, I received two other versions of data from Brian Lowe and Rosaly Met-Ed. Overall, I received at least four sets of falsified data from Met-Ed, when all I wanted was one honest Account Summary based on the original monthly bills I receive each month from Met-Ed for electricity consumption. Not Mr. Franklin's "Special" bills and not Ms. Christman's "Rebills". Met-Ed and its attorneys failed to fulfill my request.

After I flat-out rejected his offer containing the above falsified "Special" bill data, Mr. Franklin said he was sending another paper. I told him in the telecon not to bother, I didn't want it. That I was going to address my concerns with his offer containing the "Special" meter readings directly to the ALJ. He said I could not do that because it was confidential. Contrary to my wishes, he sent his unsolicited and unwanted second revised account summary chart anyway—and had the audacity to say that I requested it: "As you requested, this account statement shows the original billing information in addition to the three rebills made in April 2002 due to incorrect meter readings in January, February, and March of 2002." I not only did not request it, I specifically told Mr. Franklin I did not want any more of his papers. Anyone who has read my complaints knows with what vehemence I hate Met-Ed's Rebills. I did not and would never want the stupid falsified Rebill data and absolutely positively did not request it. To the contrary, I have fought to get an accounting not using the fraudulent Rebills. If Pennsylvania law does not allow me to read my own meter and does not demand that Met-Ed process my actual meter reading to figure the monthly electricity consumption on my bill—so I can get away from Met-Ed's scams, fraudulent rebills, and falsifications of my account—I plan to continue to the Federal Trade Commission. I at no time agreed to confidentiality.

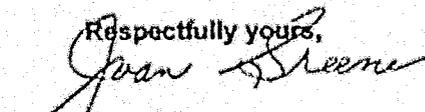
What Mr. Franklin did in his second revised chart dated 11 Aug 03 was [1] remove the word "Special" from the "Type" of meter reading and [2] use the fraudulent data from Ms. Christman's Rebills post dated 09 Apr 02 for each prior billing period in January, February and March 2002, against which I had filed the complaint with Met-Ed and Mr. Burg. Here is the pertinent excerpt from his chart showing his use of Rebills to respond to my PPUC complaint:

SERVICE TO	DAYS	RDG	TYPE	KWHS	BILL AMT.	LATE CHARGE
11/27/01	33	417	A	1560	\$139.10	\$ 3.52
12/24/01	27	447	A	1200	108.64	2.81
01/25/02	32	585	A	5520	473.91	4.40
02/25/02	31	613	A	1120	111.07	10.05
03/25/02	28	637	A	960	94.67	7.12
REBILL DUE TO OVERREAD						
01/25/02	32	477	E	1200	\$111.76	\$ 4.40
02/25/02	31	507	E	1200	107.75	*
03/25/02	28	537	E	1200	107.75	*
04/23/02	29	556	A	760	70.73	

* Mr. Franklin does not show the \$1.23 late charge which was on Ms. Christman's Rebills as shown in the prior chart.

In his 2nd account summary chart, Mr. Franklin first changes his "Special" meter readings to "Estimated" readings which the original monthly bills stated were "Actual" meter readings (as shown in his chart). He falsifies my records. But it proves my stated position that they must first designate a bill as an "Estimate" which then gives them license to manipulate the data. Mr. Franklin interrupts the flow of my accounting to interweave data from Ms. Christman's fraudulent 09 Apr 02 Rebills into the middle of the data from my original monthly bills. He already listed data for Jan-Feb-Mar 02 once. Why put in a second set of Jan-Feb-Mar 02 data that is completely different? From this point on, the accounting utterly confuses me. The chart is useless, but they cannot get away from using the fraudulent Rebills. For Met-Ed and its attorneys to remove all the Rebill data from their account summaries would be to rip off the cover from Met-Ed's scams and expose them and Met-Ed's off-the-books creative accounting as I have shown in my two charts at Enclosure #2.

Respectfully yours,


 Joan Greene
 845 Locust Street
 Mt. Wolf PA 17347-9509

- Enc. 1: My 05 Nov 03 Complaint Letter to Mr. Burg on Met-Ed Falsifications
- Enc. 2: Two Overview Charts on How and Where Met-Ed Hides Falsifications

cc: Mr. Peter Burg, Chief Executive Officer, First Energy

06 November 2003

Mr. Peter Burg
 CEO, First Energy
 P.O. Box 3687
 Akron OH 44309-3687

Re: Formal Complaint: (1) Falsification of My Records and
 (2) Overcharge on Met-Ed Bill dated 24 October 2003
 covering period 24 Sep to 23 Oct 2003

Dear Mr. Burg:

1. On their 24 Oct 03 bill, Met-Ed charged for meter readings "905 to 917" at 480 kilowatt hours used. Met-Ed charged me a second time for the meter rise of "905 to 907" which is $2 \times 40 = 80$ kilowatt hours and \$6.76 in overcharges. I already paid for those same 80 kilowatt hours last month when I paid \$50.56 for meter readings "894 to 907" (see my complaint letter dated 06 Oct 03). So I refigured the subject Met-Ed bill for 24 Oct to remove the 80-kilowatt-hour overcharge. Enclosed is my check #2879 in the amount of \$40.42 to cover the 400 kilowatt hours I used from meter readings "907 to 917" covering period 25 sep to 23 Oct 03.

2. I am outraged by Met-Ed continuing to falsify my records. In my letter on the very first 4000-hour overcharge in 2002, I wrote Met-Ed that falsifying my records was not acceptable. Falsifying my records is absolutely unallowable. I will follow the trail of the huge "999" fraudulent meter reading by Met-Ed last month which was tenfold the August reading and which was the subject of the 06 Oct 03 complaint. Met-Ed's "999" meter reading for September should have been carried over unmanipulated to Met-Ed's October bill. It was not. The "999" does not appear anywhere on Met-Ed's October bill. It was deep-sixed.

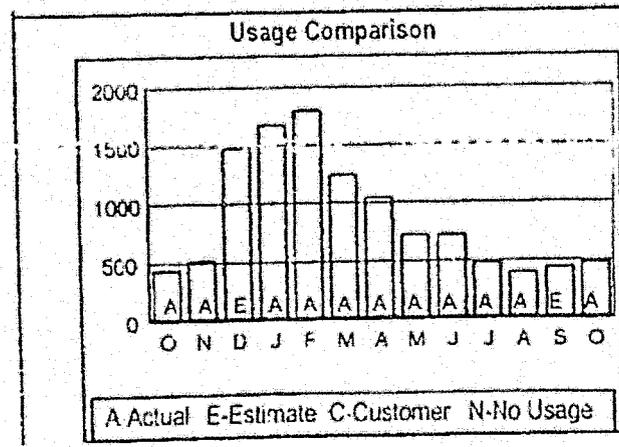
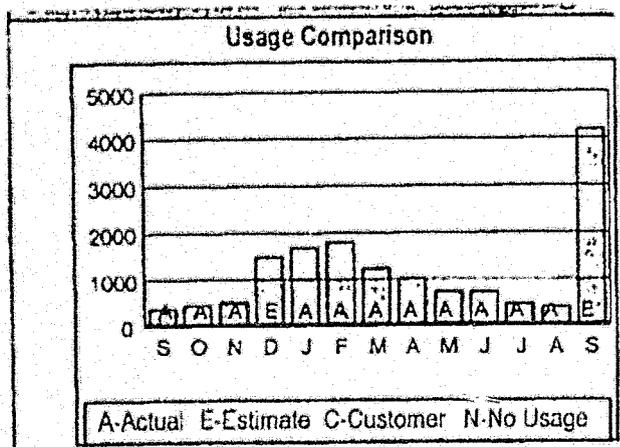
METER READING INFORMATION SECTION			
SEPTEMBER Bill dated 24 Sep 03 Billing Period Covering 23 Aug to 23 Sep 2003 Estimated		OCTOBER Bill dated 24 Oct 03 Billing Period Covering 24 Sep to 23 Oct 2003 Rebill	
Present kWh Reading (Estimate)	999	Present kWh Reading (Actual)	917
Previous kWh Reading (Actual)	894	Previous kWh Reading (Estimate)	905
Difference	105	Difference	12
Multiplier	40	Multiplier	40
Kilowatt Hours Used	4,200	Kilowatt Hours Used	480

The "Present kWh Reading" figure of "999" on the September bill should have been inserted on the October bill as the "Previous kWh Reading". Those two numbers must be the same. But they are not. The October chart shows that Met-Ed failed to transfer the "999" and that Met-Ed manipulated the "999" and reduced it to only "905". Met-Ed is attempting to infer that they charged 905 kilowatt hours of usage for September which is not true. They charged me the fraudulent "999". This is falsification of my records to cover up the evidence I put forth in my complaint. In one fell swoop on their 24 Oct 03 bill, Met-Ed eliminated evidence which proved:

- Met-Ed skyrocketed my meter dials to read a fraudulent "999" for the 24 Sep 03 bill.
- Met-Ed ran the kilowatt hour usage up to an enormous 4,200 for the 24 Sep 03 bill.
- Met-Ed overcharged 3,680 kilowatt hours for the 24 Sep 03 bill.
- Met-Ed overcharged \$310.48 for the 24 Sep 03 bill.

The "999" got thoroughly eradicated from my Oct 03 original bill. By the term "original", I mean the document I receive each month as my regular bill for electricity consumption and does not include a rebill which, as you know, I believe Met-Ed uses to cover up their scams. Please note that the October bill is a REBILL preceded by an ESTIMATED bill, which corroborates my stated position.

3. By falsely dropping the "999" to "905", Met-Ed also wiped out the 4,200- kWh SORE THUMB for September on the "Usage Comparison" chart which is a favorite ploy about which I have filed complaints with you before. This SORE THUMB should never disappear (1) because it is part of the written record, (2) because it is an instantaneous and highly visible signal to a forensic accountant, and (3) because Met-Ed should not be allowed to go back to a previous month's bill to falsify and change the data for that month. Whatever happened, happened. And should not be whitewashed. On the bottom left is the September "Usage Comparison" chart with the SORE THUMB. On the right is the October "Usage Comparison" chart with the September SORE THUMB eradicated.



ENC # 1

If Met-Ed had run the October "Usage Comparison" chart using the same 6000 maximum parameter as they did for the September chart, a consumer might have been able to compare the two. Met-Ed runs the left-hand parameter column up and down. One month's maximum is 6000. The next month's maximum is 2000, which drastically distorts the proportions of the chart and makes it almost impossible for a consumer to compare the two. The heading of the section is an oxymoron.

4. Again Met-Ed used the Brown Mahogany Theory—they manipulated the data on the brown mahogany between the Sep and Oct bills while transferring the data from the previous month of Sep 03 to the current month of Oct 03, so the data would not show up on the bill for the consumer and auditor to see. My left chart shows verbatim Met-Ed's data as recorded on their original 24 Sep 03 bill. The right chart shows verbatim data as recorded on their original 24 Oct 03 bill. As follows:

ACCOUNT SUMMARY SECTION					
SEPTEMBER Bill dated 24 Sep 03 Billing Period Covering 23 Aug to 23 Sep 2003			OCTOBER Bill dated 24 Oct 03 Billing Period Covering 24 Sep to 23 Oct 2003		
		Amount Due			Amount Due
Your previous bill was	116.18		Your previous bill was	70.28	
Total payments/adjustments	- 39.23		Total payments/adjustments	0.00	
Balance at billing on September 24, 2003	76.95	76.95	Balance at billing on October 24, 2003	70.28	70.28
Current Basic Charges			Current Basic Charges		
Met-Ed - Consumption		361.03	Met-Ed - Consumption		47.25
Total Due by Oct 14, 2003 -Please pay this amount		\$ 437.98	Total Due by Nov 13, 2003 -Please pay this amount		\$ 117.53

On the Oct 03 bill, Met-Ed continues to erase evidence of the overcharge by manipulating the data from the Sep 03 bill. On the Sep bill, Met-Ed showed that my "Total Due" was \$437.98 which included the \$310.48 overcharge. But Met-Ed fails to carry over that amount to the Oct bill which is the normal procedure. Met-Ed's Oct bill correctly should have stated "Your previous bill was \$437.98". But it did not. Met-Ed changed the data while transferring it and states "Your previous bill was \$70.28." That is not a true statement and is a falsification of my records.

On the 24 Oct bill, Met-Ed gives no explanation for this manipulation. In other words, Met-Ed does not admit to the September overcharge and does not acknowledge on the Oct 03 bill how much they overcharged in dollars and kilowatt hours for Sep 03. I needed detailed information on Met-Ed's adjustment from \$437.98 down to \$70.28 from one bill to the other. So I went to the logical section on the 24 Oct 03 bill usually entitled "Detail Payment and Adjustment Information" in order to find the details on the adjustment Met-Ed made. There was nothing. Met-Ed wiped out the whole section and its heading from off my October bill. Zilch. Zero. Nothing. The "detailed information" section should have been packed with information on acknowledgement of Met-Ed's September overcharge of 3,680 kilowatt hours and \$310.48. The section should then have set forth Met-Ed's actions taken to rectify the overcharges. I will never know how Met-Ed came up with the difference of \$367.70 while dancing on the brown mahogany. The figure of "\$367.70" is not shown anywhere on the Oct 03 bill. I do not understand why the refund has to be such a secret if it is not a coverup.

5. Since there was no "Detail Payment and Adjustment Information" section on the Oct 03 bill, Met-Ed also failed to record my \$50.55 electricity consumption payment for Sep 03 which I mailed to you with my formal written complaint dated 06 Oct 03 about the fraudulent 24 Sep 03 bill. This is falsification of my payment record. I had read my meter and figured out my own bill and paid—because Met-Ed was attempting to scam me tenfold. My \$50.55 check #2871 cleared my bank on 14 Oct 03.

6. In addition to the sin of omission on the "Detail Payment and Adjustment Information" section, Met-Ed committed the sin of commission. Met-Ed expressly falsified my payment on the "Account Summary" section of the bill dated 24 Oct 03 as shown in paragraph 4 above. Met-Ed stated:

"Total payments/adjustment 0.00"

Met-Ed's statement is not true. This is an explicit falsification of my payment record. My check for \$50.55 cleared my bank on 14 Oct 03 and Met-Ed's bill containing the false statement is dated 10 days later on 24 Oct 03, so the falsification appears to be intentional.

7. I see no reason for all the chicanery, so I went to the "Message" section to see if Met-Ed left a message about my complaint. The "Message" section would be a useful place for Met-Ed to talk to the consumer and fully explain their overcharges and resultant corrections in dollars and kilowatt hours, as well as the amount of the refund or credit. There was nothing but a reminder of the unpaid amount which is pending from the first overcharge of 4,000 hours in Jan-Apr 2002 which has not been resolved. There is seldom useful information in this section which has the potential to be a powerful consumer-friendly section. For example, the Oct message should have said:

MESSAGE

On the 24 Sep 03 bill, your meter was misstated at "999". The bill should have shown your meter reading at "907" on 24 Sep 03. You were erroneously overcharged 3,680 kilowatt hours which was an overcharge of \$310.48. The \$310.48 is hereby credited to your account on this 24 Oct 03 bill. See the "Detailed Payment and Adjustment Information" section for details.

The Met-Ed overcharges, and consequent refunds/credits and corrections that are necessary to make the consumer whole, should be stated distinctly and categorically on the next month's original monthly bill, so the consumer can follow and verify what Met-Ed has done to the data on his previous bill:

- If and when Met-Ed makes an adjustment, it should be mandatory that Met-Ed identify that adjustment in the "Detail Payment and Adjustment Information" section. It should be specified whether the dollar amount is a Met-Ed "Adjustment" or a customer's "Payment". The amount should not be vaguely thrown into the section and left undesignated. Or better yet, separate the two items and make two different sections on the bill—one for "Detail Adjustments" and another for "Detail Payments".
- Met-Ed's underlying rationale for each requirement for an adjustment should be documented on the bill to the customer in the section entitled "Message".

The refund/credit for an overcharge and the reason therefor must show up on the consumer's original monthly bill for him to see. At the current time they do not, because Met-Ed would first have to admit the overcharge which it never does. Instead, Met-Ed uses the Brown-Mahogany Theory to cover up the refund, as I have documented in this complaint and my previous complaint letters dated 26 April 2002 and 24 February 2003. The adjustment must not be recorded on the Brown Mahogany between the bills where it never shows up on the bill for the consumer to see. Creative off-the-books accounting should be made illegal.

8. In summary, Met-Ed's October 2003 "Meter Reading Information" section correctly should have shown:

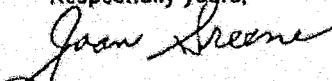
OCTOBER Bill dated 24 Oct 03 Billing Period Covering 25 Sep to 23 Oct 2003	
Residential Meter Number G46026384	
Present kWh Reading (Met-Ed Actual) and Customer Agrees	917
Previous kWh Reading (Customer's Actual Reading on 24 Sep 03)	907
Difference	10
Multiplier	40
kilowatt Hours Used	400

9. Then, the "Charges" section correctly should have shown the 400 kWh—not 480:

Charges from Met-Ed this billing period			
Customer Charge			\$ 6.67
Generation Charge	400 kWh	x 0.046060	18.424
Transmission Charge	400 kWh	x 0.001720	0.688
Distribution Charge	400 kWh	x 0.030290	12.116
Transition Charge	400 kWh	x 0.005140	<u>2.056</u>
TOTAL			33.28
State Tax Surcharge @ .014 %			<u>0.47</u>
Total Met-Ed Charges			\$ 40.42

Therefore, I enclose check #2879 in the amount of \$40.42.

Respectfully yours,



Joan Greene
845 Locust Street
Mt. Wolf PA 17347-9509

Enclosure: Check #2879 in the amount of \$40.42 to cover the 400 kWh of Electricity Consumption for Period 25 Sep 03 to 23 Oct 03 shown on Meter Readings "907 to 917"

cc: Secretary
Pennsylvania Public Utility Commission
P. O. Box 3266
Harrisburg PA 17105-3266

MET-ED'S FALSIFICATION OF JOAN GREENE'S ORIGINAL MONTHLY MET-ED BILLS FOR ELECTRICITY CONSUMPTION

Verbatim from Bills

Bill Dated	Period Covered	Previous Bill	Payments	Adjustments	Balance at Billing	Current Basic Charges	Total Due	Due Date
Year--2001								
27 Nov	26 Oct - 27 Nov	238.09	0	10.00	248.09	139.10	387.19	20 Dec 01
24 Dec	28 Nov - 24 Dec	387.19	200.00	0	187.19	108.64	295.83	22 Jan 02
Year--2002								
26 Jan	25 Dec - 25 Jan	295.83	0	0	295.83	473.91	769.74	20 Feb 02
25 Feb	26 Jan - 25 Feb	769.74	100.00	0	669.74	111.07	780.81	18 Mar 02
25 Mar	26 Feb - 25 Mar	780.81	295.83	0	484.98	94.67	579.65	15 Apr 02
23 Apr	26 Mar - 23 Apr	227.26	0	0	227.26	70.73	297.99	13 May 02
22 May	24 Apr - 22 May	297.99	0	0	297.99	65.09	363.08	11 Jun 02
22 Jun	23 May - 22 Jun	363.08	65.09	11.68	286.31	50.51	336.82	12 Jul 02
24 Jul	23 Jun - 24 Jul	336.82	60.51	0	286.31	58.19	344.50	13 Aug 02
24 Aug	25 Jul - 23 Aug	344.50	200.00 58.19	0	86.31*	85.50	171.81	13 Sep 02
23 Sep	24 Aug - 23 Sep	171.81	85.50	0	86.31*	38.36	124.67	15 Oct 02
22 Oct	24 Sep - 22 Oct	124.67	38.36	0	86.31*	45.11	131.42	12 Nov 02
21 Nov	23 Oct - 21 Nov	131.42	45.11	0	86.31*	51.84	138.15	11 Dec 02
26 Dec	22 Nov - 26 Dec	138.15	51.84	0	86.31*	132.74	219.05	15 Jan 03

ELLIPSE = Met-Ed Scam
 SQUARE = Met-Ed Scam

The data in each set of interconnected squares must be identical. It is the automatic carryover of "last months" balance to "this months" current bill and should never be tampered with, but Met-Ed does. As shown, the \$227.26 is not the previous month's balance which Met-Ed claims. That is a false statement. The \$227.26 is the \$579.66 previous bill which Met-Ed secretly and retroactively reduced by \$352.39 when they got caught with their hands in the cookie jar after I filed complaints about [1] high fraudulent "Actual" meter readings by Met-Ed for the three consecutive months of Jan-Feb-Mar 2002 and [2] the exorbitantly high kilowatt hours and dollars subsequently billed by Met-Ed. The "amount of reduction" figure of \$352.39 is hidden by Met-Ed and is not shown to the consumer anywhere on his bill, so Met-Ed does not have to admit to the overcharge—the purpose of this scheme. The only way the consumer knows his written records have been falsified by Met-Ed is by physically comparing the "Previous Bill" amount on each new months bill with the "Total Due" on last months bill. Met-Ed's data is not reliable. Met-Ed manipulates the data while transferring it from one bill to the other without informing the consumer—which I have dubbed "The Brown Mahogany Theory". Note how Met-Ed's \$352.39 "adjustment" is conspicuously absent from their "Adjustments" column for 23 Apr which shows nothing. That is the most flagrant of all Met-Ed falsifications, because it covers up their modus operandi. What Met-Ed did was cover up their 4,000-kilowatt-hour-\$387.58 scam. In addition to my written complaints on the high fraudulent meter readings by Met-Ed on the Jan-Feb-Mar 2002 and 24 Sep 2003 bills, I also filed two complaints against fraudulent second charges by Met-Ed of the same kilowatt hours already paid—see chart on next page for the 26 Jan 03 and 24 Oct 03 bills. Copies of all complaints were sent to the Secretary of the Pennsylvania Public Utility Commission and are incorporated herein by reference.

ENC #2

MET-ED'S FALSIFICATION OF JOAN GREENE'S ORIGINAL MONTHLY MET-ED BILLS FOR ELECTRICITY CONSUMPTION

Verbatim from Bills

Bill Dated	Period Covered	Previous Bill	Payments	Adjustments	Balance at Billing	Current Basic Charges	Total Due	Due Date
26 Dec	22 Nov - 26 Dec	138.15	51.84 132.74	0	86.31	132.74	219.05	15 Jan 03
25 Jan	22 Nov - 24 Jan	138.15	184.58	0	46.43	279.92	233.49	14 Feb 03
24 Feb	25 Jan - 24 Feb	233.49	148.46	0	85.03	158.60	243.63	17 Mar 03
26 Mar	25 Feb - 26 Mar	243.63	158.60	0	85.03	111.34	196.37	15 Apr 03
24 Apr	27 Mar - 24 Apr	196.37	111.34	0	85.03	94.49	179.52	14 May 03
22 May	25 Apr - 22 May	179.52	94.49	0	85.03	67.49	152.52	11 Jun 03
25 Jun	23 May - 24 Jun	152.52	67.49	0	85.03	67.49	152.52	15 Jul 03
28 Jul	25 Jun - 25 Jul	152.52	67.49	0	85.03	47.25	132.28	18 Aug 03
25 Aug	26 Jul - 22 Aug	132.28	47.25	-8.08	76.95	39.23	116.18	15 Sep 03
24 Sep	23 Aug - 23 Sep	116.18	39.23	0	76.95	361.03	437.98	14 Oct 03
24 Oct	24 Sep - 23 Oct	70.28	0.00	0	70.28	47.25	117.53	13 Nov 03
24 Nov	24 Oct - 21 Nov	117.53	40.42	0	77.11	53.99	131.10	15 Dec 03

YEAR 2003

Dec Bill not due yet.

ELLIPSE = Met-Ed Scam.

SQUARE = Met-Ed's dancing on THE BROWN MAHOOGANY between the current bill and the previous bill with creative Off-the-Books Accounting (1) which does not show up on the Consumer's bill for him to see and (2) which falsifies the Consumer's written records.

The data in each set of interconnected squares must be identical. It is the automatic carryover of "last months" balance to "this months" current bill and should never be tampered with, but Met-Ed does. The \$138.15 and \$70.28 are not the previous months' balances as Met-Ed claims. Those are false statements. Met-Ed changed the previous months' balances on The Brown Mahogany. Met-Ed's \$279.92 scam included a recharge of the 1,480 kWh and \$132.74 from my 26 Dec 02 bill for a second time onto my 26 Jan 03 bill. Met-Ed backed up to 22 Nov 02 and ran a 64-day billing period to 24 Jan 03, but I had already paid for both my Nov and Dec electricity consumptions. So, I untangled the Jan charges on the bill and paid the \$148.46 for Jan 03 which was all that I owed—not the fraudulent \$279.92. See my complaints to Mr. Burg dated 31 Jan 03 and 14 Feb 03. But I was still so disturbed that Met-Ed failed to carry the proper and correct data forward from my previous bill to the current bill without manipulating it, that I wrote Mr. Burg another complaint dated 24 Feb 03 about my BROWN MAHOOGANY THEORY. It is the modus-operandi by which Met-Ed covers up its scams when they get caught with their hands in the cookie jar. The Ellipse for \$117.53 is where Met-Ed charged me a second time for 80 kilowatt hours on my 24 Oct bill that I had already paid for in my \$50.65 check #2871 for Sep which cleared my bank on 14 Oct 03. Notice for 24 Oct 03 above that Met-Ed failed to record my \$50.65 payment about which I complained in my letter to Mr Burg dated 05 Nov 03. However, the main purpose of my 05 Nov 03 complaint was to show where Met-Ed hid on The Brown Mahogany its coverup of their high false fraudulent meter reading of "999" for 24 Sep 03. That was tenfold my Aug 03 meter reading. On their 24 Sep 03 bill, Met-Ed skyrocketed my meter dials to read the fraudulent "999", ran the kilowatt-hour-usage up to an enormous 4,200, overcharged 3,680 kilowatt hours, and overcharged \$310.48. Of course, I had already filed a complaint with Mr. Burg about Met-Ed's tenfold scam by skyrocketing my meter dials to falsely read the "999". That complaint is dated 06 Oct 03.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Office Of Administrative Law Judge
P.O. Box 3265, Harrisburg, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

December 29, 2003

In Re: C-20029142

(See letter of 11-3-03)

DOCUMENT
FOLDER

Joan Greene v. Metropolitan Edison Company

Billing dispute.

Hearing Notice

This is to inform you that a hearing on the above-captioned case will be held as follows:

Type: Initial hearing

Date: Thursday, February 12, 2004

Time: 10:00 a.m.

Location: Hearing Room 2
Plaza Level
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania

Presiding: Administrative Law Judge Michael C. Schnierle
P.O. Box 3265
Harrisburg, PA 17105-3265
Telephone: (717) 783-5452
Fax: (717) 787-0481

DOCKETED
JAN 12 2004

Attention: You may lose the case if you do not come to this hearing and present facts on the issues raised.

If you intend to file exhibits, 2 copies of all hearing exhibits to be presented into evidence must be submitted to the reporter. An additional copy must be furnished to the Presiding Officer. A copy must also be provided to each party of record.

Individuals representing themselves do not need to be represented by an attorney. All others (corporation, partnership, association, trust or governmental agency or subdivision) must be represented by an attorney. An attorney representing you should file a Notice of Appearance before the scheduled hearing date.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission:

- Scheduling Office: 717-787-1399.
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1-800-654-5988.

Pc: Judge Schnierle
Susan Licon
Beth Plantz
Docket Section
Calendar File

Before the
Pannsylvania Public Utility Commission

Joan Greene
v.
Metropolitan Edison Company

C - 20029142

RECEIVED
2004 FEB 11 AM 10:47
SECRETARY'S BUREAU

TO:

The Honorable Michael C. Schnierle
Administrative Law Judge
P. O. Box 3265
Harrisburg PA 17105-3265

DOCUMENT
FOLDER

Your Honor:

1. I cannot afford an attorney, so please enter as evidence the following five self-explanatory enclosures showing Met-Ed's scams and, more importantly, the coverup of their scams and their Modus Operandi when caught with their hands in the cookie jar. I have drawn up several Overview Charts which condense the information on my original monthly bills down to one page in an attempt to make the coverups more comprehensible at a glance. I am not an accountant, and it took me a while to figure out their M.O. It just did not occur to me to compare the "balance due" or "meter reading" on the previous bill to the current bill to make sure it was carried forward from one bill to the other without manipulation by Met-Ed. That is where Met-Ed secretly and retroactively falsifies my records to hide its refunds of (a) money and (b) kilowatt hours so it does not have to admit to the overcharge. Met-Ed hides its falsification on The Brown Mahogany. There is a separate chart for each. One follows the money trail. The other follows the meter reading trail. Further, Met-Ed fails to record its "adjustment" in the "Detail Payment and Adjustment" section of their bill for the consumer and forensic accountant to see and authenticate. I would like a remedy for that as stated in my letter to Mr. Burg, the Chief Executive Officer of First Energy, dated 05 Nov 03, QUOTE:

The Met-Ed overcharges, and consequent refunds/credits and corrections that are necessary to make the consumer whole, should be stated distinctly and categorically on the next month's original monthly bill, so the consumer can follow and verify what Met-Ed has done to the data on his previous bill:

- If and when Met-Ed makes an adjustment, it should be mandatory that Met-Ed identify that adjustment in the "Detail Payment and Adjustment Information" section. It should be specified whether the dollar amount is a Met-Ed "Adjustment" or a customer's "Payment". The amount should not be vaguely thrown into the section and left undesignated. Or better yet, separate the two items and make two different sections on the bill—one for "Detail Adjustments" and another for "Detail Payments".
- Met-Ed's underlying rationale for each requirement for an adjustment should be documented on the bill to the customer in the section entitled "Message".

The refund/credit for an overcharge and the reason therefor must show up on the consumer's original monthly bill for him to see. At the current time they do not, because Met-Ed would first have to admit the overcharge which it never does. Instead, Met-Ed uses the Brown-Mahogany Theory to cover up the refund, as I have documented in this complaint and my previous complaint letters dated 25 April 2002 and 24 February 2003. The adjustment must not be recorded on the Brown Mahogany between the bills where it never shows up on the bill for the consumer to see. Creative off-the-books accounting should be made illegal. END QUOTE

SECRETARY'S BUREAU
MAR 08 2004

2. To explain why my complaints against Met-Ed are directed to Mr. Burg: as you know, First Energy is the parent company of Met-Ed. When Met-Ed would not answer my complaint about their overcharges for the three consecutive months of Jan-Feb-Mar-2002, I called Met-Ed's headquarters in NJ and asked for the President's name to contact. I was given Mr. Burg's name instead, and I have forwarded to him all my complaints—with a copy of each to the Secretary of the PPUC. Also, along with the corresponding complaint, I mailed to Mr. Burg those payments which I was compelled to refigure because Met-Ed overcharged again. Those refigured amounts are identified on the Monthly Payments chart.

3. As shown on my chart, I have made timely payments for electricity consumption from the time that Met-Ed finally lowered on the 23 Apr 02 bill its high false meter readings to match the dials on my meter—but only after my call of 26 Mar 02 in which I read my dials to Met-Ed—and Met-Ed said they read "537" but that they had just billed me the day before at a meter reading of "637". That was a 4000 kWh overcharge for the three consecutive months. Now I need an honest summary of my account not based on Met-Ed's rebills, because Met-Ed's attorney has admitted in writing that there was a 4,000 kWh overcharge according to my original monthly bills. Mr. Jeffrey Franklin sent me two account summaries, but neither one of them was based solely on my original monthly bills as I requested in my formal submission to the PPUC. I could not understand the accounting after he threw in Met-Ed's rebills changing the data. Therefore, I rejected them, as summarized in my enclosed 08 December 2003 status letter to the Secretary of PPUC.

4. Met-Ed has several scams. Met-Ed:

Runs the meter dials up to a high false fraudulent meter reading. When they get caught by a consumer who files a written complaint, Met-Ed secretly and retroactively lowers (a) the "meter reading" and (b) the "balance due" without telling the consumer. See separate overview chart detailing each.

Recharges for kilowatt hours already paid for. Same charts.

The scams are bad enough. However, I am more outraged by Met-Ed's coverup of their scams. As an example of Met-Ed's typical coverup, I am enclosing my 05 Nov 03 complaint to Mr. Burg which shows with specificity where and how Met-Ed hid its high false "999" meter reading and fraudulent \$310.48 overcharge for 24 Sep 03. I pulled pertinent data from the previous bill and current bill and placed them in tables side-by-side so they could be easily compared without flipping back and forth between the bills. It should be made illegal for Met-Ed to change the previous meter reading or previous bill amount or, especially, the previous manner of meter reading. Either Met-Ed took an actual reading or they did not.

5. For your hearing on 12 Feb 04, I am enclosing this paper and a set of enclosures for each of the following in compliance with your letter of 29 Dec 03, except I have provided two sets for the Reporter:

If you intend to file exhibits, 2 copies of all hearing exhibits to be presented into evidence must be submitted to the reporter. An additional copy must be furnished to the Presiding Officer. A copy must also be provided to each party of record.

Individuals representing themselves do not need to be represented by an attorney.

I am unable to attend the hearing and request that you decide the case based on all the written evidence I have provided to you and the Secretary of the PPUC, including my original complaint.

Respectfully yours: Complainant Joan Greene
845 Locust Street
Mount Wolf PA 17347-9509

Signed Joan Greene and Dated this 6th day of February, 2004.

cc: Mr. Peter Burg, CEO, First Energy, with Enclosures

Before the
Pennsylvania Public Utility Commission

RECEIVED
2004 FEB 11 AM 10:47
SECRETARY'S BUREAU

Joan Greene

v.

Metropolitan Edison Company

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:
:
:
:

C-20029142

EXHIBITS

1. Money Trail. Chart showing Met-Ed's falsifications of my balance due---two pages
2. Meter Reading Trail. Chart showing Met-Ed's falsifications of my meter readings
3. Monthly Payments Chart
4. Status Letter to Secretary of Pennsylvania Public Utility Commission - 08 Dec 03
5. Complaint Letter to Chief Executive Officer Peter Burg - 05 Nov 03

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

:
:
:
:
:

C-20029142

EXHIBIT NO. 1

DOCUMENT
FOLDER

CHART — MONEY TRAIL

SHOWING

MET-ED'S FALSIFICATION OF BALANCE DUE

RECEIVED
2004 FEB 11 AM 10:47
PA P.U.C.
SECRETARY'S BUREAU

DOCKETED
MAR 08 2004

MET-ED'S FALSIFICATION OF JOAN GREENE'S ORIGINAL MONTHLY MET-ED BILLS FOR ELECTRICITY CONSUMPTION

Verbatim from Bills

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ELLIPSE = Met-Ed Scam

SQUARE = Met-Ed's dancing on THE BROWN MAHOGANY between the current bill and the previous bill with creative Off-the-Books accounting [1] which does not show up on the Consumer's bill for him to see and [2] which falsifies the Consumer's written records.

The data in each set of interconnected squares must be identical, it is the automatic carryover of "last months" balance to "this months" current bill and should never be tampered with, but Met-Ed does. The \$138.16 and \$70.28 are not the previous months' balances as Met-Ed claims. Those are false statements. Met-Ed changed the previous months' balances on The Brown Mahogany. Met-Ed's \$279.92 scam included a recharge of the 1,480 kWh and \$132.74 from my 26 Dec 02 bill for a second time onto my 25 Jan 03 bill. Met-Ed backed up to 22 Nov 02 and ran a 64-day billing period to 24 Jan 03, but I had already paid for both my Nov and Dec electricity consumptions. So, I untangled the Jan charges on the bill and paid the \$148.46 for Jan 03 which was all that I owed—not the fraudulent \$279.92. See my complaints to Mr. Burg dated 31 Jan 03 and 14 Feb 03. But I was still so disturbed that Met-Ed failed to carry the proper and correct data forward from my previous bill to the current bill without manipulating it, that I wrote Mr. Burg another complaint dated 24 Feb 03 about my BROWN MAHOGANY THEORY. It is the modus operandi by which Met-Ed covers up its scams when they get caught with their hands in the cookie jar. The Ellipse for \$117.53 is where Met-Ed charged me a second time for 80 kilowatt hours on my 24 Oct bill that I had already paid for in my \$50.55 check #2871 for Sep which cleared my bank on 14 Oct 03. Notice for 24 Oct 03 above that Met-Ed failed to record my \$50.55 payment about which I complained in my letter to Mr. Burg dated 05 Nov 03. However, the main purpose of my 05 Nov complaint was to show where Met-Ed hid on The Brown Mahogany its coverup of their high false fraudulent meter reading of "999" for 24 Sep 03. That was tenfold my Aug 03 meter reading. On their 24 Sep 03 bill, Met-Ed skyrocketed my meter dials to read the fraudulent "999", ran the kilowatt-hour-usage up to an enormous 4,200, overcharged 3,580 kilowatt hours, and overcharged \$310.48. Of course, I had already filed a complaint with Mr. Burg about Met-Ed's tenfold scam of skyrocketing my meter dials to falsely read the "999", that complaint is dated 06 Oct 03. Also note the "Adjustment" column for 25 Jan 03 shows nothing. That is false—Met-Ed reduced the \$219.05 down to \$138.15 and hid their reduction of \$80.90. Note that "Adjustments" column for 24 Oct 03 shows nothing. That is false—Met-Ed reduced the \$437.98 down to \$70.28 and hid their reduction of \$367.70. The \$80.90 and \$367.70 "amount of reduction" figures are not shown anywhere on the bills for the consumer and forensic accountant to see and verify. That is the most flagrant falsification. It hides their M.O. Met-Ed falsified my records for each of the two months and covered up their falsifications by not recording their reductions in the "Detailed Adjustments" section of my bill. If it was not a scam, why does Met-Ed hide the refund after being caught?

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J. J. C.
SECRETARY'S BUREAU

Before the

Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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:

C-20029142

EXHIBIT NO. 2

CHART — METER READING TRAIL

SHOWING

MET-ED'S FALSIFICATION OF METER READINGS

DOCUMENT
FOLDER

INDEXED
MAR 08 2004

FALSIFICATION BY MET-ED OF JIM GREENE'S ORIGINAL MONTHLY BILLS FOR ELECTRICITY CONSUMPTION

Met-Ed falsifies the "Last Months Reading" on the current bill to cover up their high false kWhs billed. Met-Ed hides their falsification on the Brown Mahogany between two original monthly bills where the Consumer and Forensic Accountant cannot see the data. Note diagonals which indicate where Met-Ed hid their amount of reductions in kWhs — after receipt of my complaints on high fraudulent meter readings: see "5520" and "4200" rectangles. The high false "3160" is a second charge for December's "655 - 692" meter reading of 1,480 kWhs already paid for. The "480" is a second charge for 80 kWhs from "905 - 907" already paid for. Met-Ed made the diagonal adjustments but failed to record them in their "Detail Adjustment" section on original monthly bills for Consumer and Forensic Accountant to see. Also, note how the amount of meter rise in ellipses is disproportional to the other months in that year. This fraudulent meter rise shows up vividly on the Usage Comparison chart as a Sore Thumb until Met-Ed wipes it off the chart to hide their scam—another falsification of my records.

Days In Billing Period	Period Covered	Last Months Reading	This Months Reading	Points by which Meter Rose	Multiply by 40 = kWh Billed	Total Met-Ed Charges in Dollars
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YEAR 2001—Verbatim Original Monthly Bills

29	Jan 25 - Feb 22	75	148	73	2920	255.87
30	Feb 23 - Mar 24	148	219	71	2840	246.31
30	Mar 25 - Apr 23	219	263	44	1760	152.12
31	Apr 24 - May 24	263	286	23	920	84.96
33	May 25 - Jun 26	286	297	11	440	43.01
28	Jun 27 - Jul 25	297	313	16	640	60.18
30	Jul 26 - Aug 24	313	333	20	800	72.76
31	Aug 25 - Sep 24	333	353	20	800	73.85
31	Sep 25 - Oct 25	353	378	25	1000	91.48
33	Oct 26 - Nov 27	378	417	39	1560	139.10
27	Nov 28 - Dec 24	417	447	30	1200	108.64
32	Dec 25 - Jan 25	447	585	138	5520	473.91

YEAR 2002—Verbatim Original Monthly Bills

31	Jan 26 - Feb 25	585	813	28	1120	111.07
28	Feb 26 - Mar 25	613	637	24	960	94.67
29	Mar 26 - Apr 23	537	556	19	760	70.73
29	Apr 24 - May 22	556	572	16	640	65.09
31	May 23 - Jun 22	572	585	13	520	50.51
32	Jun 23 - Jul 24	585	599	14	560	58.19
30	Jul 25 - Aug 23	599	622	23	920	85.50
31	Aug 24 - Sep 23	622	631	9	360	38.36
29	Sep 24 - Oct 22	631	642	11	440	45.11
30	Oct 23 - Nov 21	642	655	13	520	51.84
35	Nov 22 - Dec 26	655	692	37	1480	132.74
64	Nov 22 - Jan 24	655	734	79	3160	279.92

YEAR 2003—Verbatim Original Monthly Bills

31	Jan 25 - Feb 24	734	779	45	1800	158.60
30	Feb 25 - Mar 26	779	810	31	1240	111.34
29	Mar 27 - Apr 24	810	836	26	1040	94.49
28	Apr 25 - May 22	836	854	18	720	67.49
33	May 23 - Jun 24	854	872	18	720	67.49
31	Jun 25 - Jul 25	872	884	12	480	47.25
28	Jul 26 - Aug 22	884	894	10	400	39.23
32	Aug 23 - Sep 23	894	999	105	4200	361.03
30	Sep 24 - Oct 23	905	917	12	480	47.25
29	Oct 24 - Nov 21	917	931	14	560	53.99
32	Nov 22 - Dec 23	931	958	27	1080	87.86

Before the
Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

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EXHIBIT NO. 3

CHART — MONTHLY PAYMENTS

SHOWING

TIMELY ELECTRICITY CONSUMPTION PAYMENTS
BY JOAN GREENE

DOCUMENT
FOLDER

RECEIVED
MAR 08 2004

TIMELY PAYMENTS for MONTHLY ELECTRICITY CONSUMPTION
by JOAN GREENE
MAY 2002 through DECEMBER 2003

Met-Ed Bill Dated	Check Number	Paid in Full	Payment Due Date	Cleared My Bank Account
22 May 02	2852	\$ 65.09	11 Jun 02	31 May 02
22 Jun 02	2860	50.51	12 Jul 02	05 Jul 02
24 Jul 02	2865	58.19	13 Aug 02	01 Aug 02
24 Aug 02	2871	85.50	13 Sep 02	03 Sep 02
23 Sep 02	2760	38.36	15 Oct 02	02 Oct 02
22 Oct 02	2771	45.11	12 Nov 02	01 Nov 02
21 Nov 02	2470	51.84	11 Dec 02	04 Dec 02
26 Dec 02	2804	132.74	15 Jan 03	14 Jan 03
25 Jan 03	2809	148.46 ***	14 Feb 03	06 Feb 03
24 Feb 03	2817	158.60	17 Mar 03	04 Mar 03
26 Mar 03	2826	111.34	15 Apr 03	09 Apr 03
24 Apr 03	2833	94.49	14 May 03	05 May 03
22 May 03	2842	67.49	11 Jun 03	02 Jun 03
25 Jun 03	2848	67.49	15 Jul 03	08 Jul 03
28 Jul 03	2857	47.25	18 Aug 03	05 Aug 03
25 Aug 03	2861	39.23	15 Sep 03	03 Sep 03
24 Sep 03	2871	50.55 ***	14 Oct 03	14 Oct 03
24 Oct 03	2879	40.42 ***	13 Nov 03	13 Nov 03
24 Nov 03	2884	53.99	15 Dec 03	02 Dec 03
26 Dec 03	2894	97.86	15 Jan 04	02 Jan 04

*** These figures are where Met-Ed tried to scam me again. But I refigured the correct amount due for electricity consumption and forwarded my payment in a timely manner to Mr. Peter Burg—along with my formal complaint about Met-Ed's overcharge. Mr. Burg is CEO of First Energy, the parent company of Met-Ed. Here are the corrections which I made and paid:

<u>Bill Dated</u>	<u>Fraudulent Met-Ed Charge</u>	<u>Corrected Charge by Joan Greene, Based on Actual Meter Reading on "Next Reading Date"</u>
25 Jan 03	\$ 279.92	\$148.46
24 Sep 03	361.03	50.55
24 Oct 03	47.25	40.42

I do not trust Met-Ed, so on the "Next Reading Date" I read my own electric meter. When Met-Ed's bill comes in with a high false meter reading which does not match my meter dials, I use my own reading to refigure the accurate amount of meter rise. I correct the number of kWhs used, recalculate the four charges plus surtax, and pay the proper amount for electricity consumption each month—on time as shown above. For now, that is the only way I know to stop being scammed.

However, that does not mean that Met-Ed acknowledges the overcharge or shows its reparation in the "Adjustment" section of next month's original monthly bill. Met-Ed never admits to the overcharge. Instead, after receipt of my complaint and being caught with their hands in the cookie jar, Met-Ed uses the Brown Mahogany Theory to retroactively hide its "lowered meter reading" and "lowered balance due" where the consumer and forensic accountant cannot see the data—as shown on my three Overview charts. Met-Ed covers up its scams in a methodical and habitual manner.

Met-Ed falsifies my records retroactively and secretly and then hides its falsification between two original monthly bills. Met-Ed's "amount of reduction" in meter reading and dollars is never shown to the consumer or forensic accountant. There is no way to follow and verify Met-Ed's bookkeeping. Met-Ed's creative off-the-books accounting should be made illegal. The coverup is worse than the scam.

Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

EXHIBIT NO. 4

STATUS LETTER TO

SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION

08 DECEMBER 2003

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SECRETARY'S BUREAU

RECEIVED

MAR 08 2004

DOCUMENT
FOLDER

08 December 2003

Secretary
Pennsylvania Public Utility Commission
Harrisburg PA 17105-3265
P. O. Box 3266

Re: Second Appeal

Dear Secretary:

1. Please insert this copy of my formal complaint letter to Mr. Peter Burg, Chief Executive Officer of First Energy, into my second complaint file on:

Do I Have The Right To Read My Own Meter
Each Month and Must Met-Ed Use My Actual
Reading?

The 05 Nov complaint (Enclosure #1) concerns the 24 Oct 03 bill on which Met-Ed recharged 80 kilowatt hours for a second time. I have forwarded to you copies of my formal complaints about Met-Ed's scams in order to build up a file at PPUC which shows justification for: (1) my request to read my own meter, (2) Met-Ed's mandatory use of my actual meter reading to figure my electricity consumption bill each month, and (3) Met-Ed's compulsory provision of meter-reading dial cards in a timely manner.

2. For a running tally, I have drawn up the following chart to show that Met-Ed has now scammed me four separate times for a total of 9,240 kilowatt hours in the amount of \$837.55 in the time span of the last 22 months.

Met-Ed Overcharges		
Bills Dated	In Kilowatt Hours	In Dollars
Jan-Apr 2002	4,000	\$ 387.58
Jan 2003	1,480	132.74
Sep 2003	3,680	310.48
Oct 2003	<u>80</u>	<u>6.75</u>
	9,240	\$ 837.55

However, I am more infuriated by the falsification of my records by Met-Ed and its attorneys to cover up the scams. I have not been reticent about notifying the CEO of First Energy, Met-Ed and its attorneys of my outrage, copies of which you have. But the scams and fraudulent Rebills not only continue but worsen. Met-Ed's penultimate scam was tenfold their previous month's billing—see my complaint dated 06 Oct 03. For the modus operandi which Met-Ed uses to cover up their scams when caught with their hands in the cookie jar, see the enclosed 05 Nov 03 complaint as well as those dated 25 Apr 02 and 24 Feb 03.

3. I have proven in three separate complaints that Met-Ed:

- Scammed me.
- Then falsified my records with Rebills to cover up their scams.
- Then covered up their falsifications on the Brown Mahogany between the bills so the consumer and forensic accountant cannot see the data.

I have drawn up two charts (Enclosure #2) containing an overview of the pertinent data on Met-Ed's original monthly bills which show how and where Met-Ed hides the cover-up of their falsifications on the Brown Mahogany between the bills. The situation cannot get much worse. This is a request for the Public Utility Commission to stop Met-Ed and its attorneys from using their creative Off-the-Books accounting.

4. My first complaint to PPUC about Met-Ed's 4000-kWh scam from 25 Dec 01 to 23 Apr 02 and the falsification of records pertinent thereto is now before the Administrative Law Judge. His office called to set up a three-way conference call with Met-Ed's attorney, Jeffrey Franklin. I declined to participate in the call, because I had come to the belief that since Mr. Franklin was not furthering the resolution, he must be part of the problem. Mr. Franklin called numerous times for extensions which I granted him although there was no progress and I was receiving no viable settlement offer. When Mr. Franklin finally responded, it was up-in-my-face and insulting. Mr. Franklin based his response to my complaint upon Met-Ed's odious Rebills. The most important thing I asked for in my complaint was that the Rebills not be used as a basis for response. But Mr. Franklin used them anyway. My grants of extensions were a waste of time. During the squandering, I have been scammed three more times by Met-Ed. I do not plan to talk with Mr. Franklin again or anyone at his law firm of Ryan, Russell, Ogden & Seltzer.

After the ALJ served papers on Met-Ed, I was first contacted by Carl Engleman at the firm. He called and asked for a 14-day extension, but I gave him 30 days if he would get an honest accounting of my bill. I told him he could have the extension "if you don't let Met-Ed hornswoggle you into using their Rebills." In my letter to Mr. Burg dated 31 Jan 03, I said Mr. Engleman could have as much time as he needed as long as he ignored the fraudulent "Rebills" and used my original monthly bills:

I received a call from Carl Engleman of Ryan, Russell, Ogden & Seltzer who informed me that he is representing Met-Ed in my first complaint which he was served by the PUC. I granted his request for a 14-day extension to reply to the PUC. In fact, I gave him 30 days. I told him that if anyone is willing to look at Met-Ed's original bills [not "rebills"] and get me the number of kWh and cost for the electricity which my meter says I used between 25 Dec 2001 and 23 Apr 2002, I was happy to give him extra time, all he needs. As long as he ignores the fraudulent "rebills" and uses the original bills.

I sent a computer copy of Mr. Burg's letter to Mr. Engleman at Ryan, Russell, Ogden and Seltzer, so the law firm had my request in writing as well as verbal. Then his supervisor, Jeffrey Franklin, took over and called me for the many unproductive extensions. Mr. Franklin knew or should have known that I considered the Rebills to be fraudulent cover-ups for Met-Ed's scams, because I discussed them in minutiae in the body of my submission to the PPUC. He also knew that my preface to the section "What Would You Like the Business to Do to Settle your Complaint" unmistakably proscribed his use of the Rebills. The preface stated:

In one inclusive written letter--no verbal calls--I want Met-Ed to do the following. In order to be acceptable, Met-Ed must use my original bills and not their "rebills".

The section then went on to list the 10 items I would like for Met-Ed to address. In his settlement offer of 15 May 03, Mr. Franklin responded to most of the items and admitted my assertions that Met-Ed's bills charged me 8360 kWhs for the subject period, that according to Met-Ed's bills my meter verified that I used only 4360 kilowatt hours, and that there was an overcharge of 4000 kWhs according to the original monthly bills. I appreciated his candor in predicating his admissions on my original monthly bills as I had requested. All fine and good, but then he did an about-face, walked away from the original monthly bills, and used the fraudulent rebills to figure the accounting summary, which he put into chart forms. Mr. Franklin failed to use only my original monthly bills as required.

Mr. Franklin called to discuss his offer and I rejected it in no uncertain terms. I told him his Account Summary chart was not based on the data on my original bills which is what I requested in my complaint to the PPUC, that his Summary Chart was based on the Rebills. He said "No, the account summary chart states it was based on "Special" bills. I told him "A rose is a rose is a rose. It is still the same data on the fraudulent Rebills no matter what you want to call it." But I later discovered that I was wrong—he used his own falsified information which was inconsistent with all the other data I had gotten from Met-Ed.

Mr. Franklin's information was not based on an "Actual" or "Estimated" meter reading but on "Special" meter readings for each of the three months. I now had at least four differing sets of data for each of the three consecutive months of Jan-Feb-Mar 2002 in which Met-Ed had misread my meter too high each month in "Actual meter readings", against which I filed the complaint which is now before the ALJ. On the next page I have charted them, showing (1) the "Actual" meter reading information shown on my original monthly bill for electricity consumption, (2) Ms. Terrie Christman's Rebills for each month post dated 09 Apr 02, and (3) Mr. Franklin's first account summary dated 15 May 03 containing his "Special" meter readings—none of the three sets of data matches, so how am I supposed to understand my accounting:

**THREE DIFFERENT SETS OF DATA JOAN GREENBERG RECEIVED
FOR JAN AND FEB AND MAR OF 2002**

	Met-Ed Bill Date	Number of Days In Billing Period	Meter Reading	Method of Meter Reading	Kilowatt Hours Used	Total Met-Ed Energy Charges	Late Payment Charges
25 JANUARY 2002							
Original Monthly Bill	01/26/02	32	585	Actual	5520	\$ 473.91	\$ 4.40
Terrie Christman's 09 Apr 02 Rebill	01/26/02	32	477	Rebill	1200	111.76	4.40
Jeffrey Franklin's 1 st Summary Chart dated 15 May 03	01/25/02	32	485	Special	1520	139.34	4.40
25 FEBRUARY 2002							
Original Monthly Bill	02/25/02	31	613	Actual	1120	\$ 111.07	\$10.05
Terrie Christman's 09 Apr 02 Rebill	02/25/02	31	507	Rebill	1200	107.75	1.23
Jeffrey Franklin's 1 st Summary Chart dated 15 May 03	02/25/02	31	513	Special	1120	111.07	10.05
25 MARCH 2002							
Original Monthly Bill	03/25/02	28	637	Actual	960	\$ 94.67	\$ 7.12
Terrie Christman's 09 Apr 02 Rebill	03/25/02	28	537	Rebill	1200	107.75	1.23
Jeffrey Franklin's 1 st Summary Chart dated 15 May 03	03/25/02	28	537	Special	960	94.67	7.12

NOTE:

1. Mr. Franklin on his "Special" January bill drops 4,000 kWhs Used from my original monthly bill. From "5520" down to "1520". In one whack, Mr. Franklin falsifies my original January monthly bill and covers up the exact amount of Met-Ed's 4000-kWh-scam. He lowers the "Total Met-Ed Energy Charges" from the fraudulent \$473.91 on 25 Jan 02 down to only \$139.34. He also lowers the meter reading by 100 from the fraudulent high false scam of "585 Actual Meter Reading" shown on my original January bill down to his "485". So there was no need for him to falsify the February and March bills. The scam had already been papered over. But he lowered by 100 the meter reading in February from "613" to "513". He lowered by 100 the meter reading in March from "637" to "537". For the 3 months, he lowered the meter readings by 300 points. My multiplier is 40, so that would be 12,000 fewer kilowatt hours used and \$1,012.50 fewer dollars in Energy Charges. I don't think so. He fudged up the numbers until they are sorely unrealistic. They don't compute. I am in the process of preparing a detailed scenario of his three "Special" meter readings for submission to the ALJ.

2. Ms. Christman falsifies all three original monthly bills by equally spreading out the usage to 1200 kWh used per month for some strange reason—against which I filed a complaint with Met-Ed and Mr. Burg on falsification of my records. She now shows the method of meter readings was not "Actual" for January, February and March 2002 which is false, because Met-Ed's original monthly bills said all three months were "Actual" meter readings as shown above. For each month, Ms. Christman retroactively lowers the "Meter Reading" but does not lower February and March's "Kilowatt Hours Used" or "Energy Charges", which should go down correspondingly with her lowered meter reading each month. She lowers January's meter reading by 108 points—February's by 106 points—and March's by 100 points. In total, she lowers the meter readings by 314 points. My multiplier is 40, so that would be 12,560 fewer kilowatt hours for the three months as compared to Mr. Franklin's reduction of 12,000. Ms. Christman's 314-point drop in meter readings would be \$1,059.74 fewer dollars in Energy Charges. Not possible. Ms. Christman's figures do not compute which I also will address to the ALJ in further detail.

3. Mr. Franklin's and Ms. Christman's account summaries contradict each other, and both contradict my original monthly bills for Jan-Feb-Mar 2002 as shown above. My 23 Apr 02 Original Monthly bill was already falsified by Met-Ed upon issuance—with March's fraudulent "637" meter reading retroactively and secretly lowered to April's meter reading of "537" without drawing it to my attention or telling me on the 23 April bill how many fewer kilowatt hours and dollars that would be. And, of course, no mention of a refund. See my 25 Apr 02 complaint.

Additionally, I received two other versions of data from Brian Lowe and Rosaly at Met-Ed. Overall, I received at least four sets of falsified data from Met-Ed, when all I wanted was one honest Account Summary based on the original monthly bills I receive each month from Met-Ed for electricity consumption. Not Mr. Franklin's "Special" bills and not Ms. Christman's "Rebills". Met-Ed and its attorneys failed to fulfill my request.

After I flat-out rejected his offer containing the above falsified "Special" bill data, Mr. Franklin said he was sending another paper. I told him in the telecon not to bother, I didn't want it. That I was going to address my concerns with his offer containing the "Special" meter readings directly to the ALJ. He said I could not do that because it was confidential. Contrary to my wishes, he sent his unsolicited and unwanted second revised account summary chart anyway—and had the audacity to say that I requested it: "As you requested, this account statement shows the original billing information in addition to the three rebills made in April 2002 due to incorrect meter readings in January, February, and March of 2002." I not only did not request it, I specifically told Mr. Franklin I did not want any more of his papers. Anyone who has read my complaints knows with what vehemence I hate Met-Ed's Rebills. I did not and would never want the stupid falsified Rebill data and absolutely positively did not request it. To the contrary, I have fought to get an accounting not using the fraudulent Rebills. If Pennsylvania law does not allow me to read my own meter and does not demand that Met-Ed process my actual meter reading to figure the monthly electricity consumption on my bill—so I can get away from Met-Ed's scams, fraudulent rebills, and falsifications of my account—I plan to continue to the Federal Trade Commission. I at no time agreed to confidentiality.

What Mr. Franklin did in his second revised chart dated 11 Aug 03 was [1] remove the word "Special" from the "Type" of meter reading and [2] use the fraudulent data from Ms. Christman's Rebills post dated 09 Apr 02 for each prior billing period in January, February and March 2002, against which I had filed the complaint with Met-Ed and Mr. Burg. Here is the pertinent excerpt from his chart showing his use of Rebills to respond to my PPUC complaint:

SERVICE TO	DAYS	RDG	TYPE	KWHS	BILL AMT.	LATE CHARGE
11/27/01	33	417	A	1560	\$139.10	\$ 3.52
12/24/01	27	447	A	1200	108.64	2.81
01/25/02	32	585	A	5520	473.91	4.40
02/25/02	31	613	A	1120	111.07	10.05
03/25/02	28	637	A	960	94.67	7.12
REBILL DUE TO OVERREAD						
01/25/02	32	477	E	1200	\$111.76	\$ 4.40
02/25/02	31	507	E	1200	107.75	*
03/25/02	28	537	E	1200	107.75	*
04/23/02	29	556	A	760	70.73	

* Mr. Franklin does not show the \$1.23 late charge which was on Ms. Christman's Rebills as shown in the prior chart.

In his 2nd account summary chart, Mr. Franklin first changes his "Special" meter readings to "Estimated" readings which the original monthly bills stated were "Actual" meter readings (as shown in his chart). He falsifies my records. But it proves my stated position that they must first designate a bill as an "Estimate" which then gives them license to manipulate the data. Mr. Franklin interrupts the flow of my accounting to interweave data from Ms. Christman's fraudulent 09 Apr 02 Rebills into the middle of the data from my original monthly bills. He already listed data for Jan-Feb-Mar 02 once. Why put in a second set of Jan-Feb-Mar 02 data that is completely different? From this point on, the accounting utterly confuses me. The chart is useless, but they cannot get away from using the fraudulent Rebills. For Met-Ed and its attorneys to remove all the Rebill data from their account summaries would be to rip off the cover from Met-Ed's scams and expose them and Met-Ed's off-the-books creative accounting as I have shown in my two charts at Enclosure #2.

Respectfully yours,

Joan Greene
845 Locust Street
Mt. Wolf PA 17347-9509

Enc. 1: My 05 Nov 03 Complaint Letter to Mr. Burg on Met-Ed Falsifications
Enc. 2: Two Overview Charts on How and Where Met-Ed Hides Falsifications

cc: Mr. Peter Burg, Chief Executive Officer, First Energy

Pennsylvania Public Utility Commission

Joan Greene

v.

Metropolitan Edison Company

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C-20029142

EXHIBIT NO. 5

FORMAL COMPLAINT LETTER TO

MR. PETER BURG
CHIEF EXECUTIVE OFFICER
FIRST ENERGY

05 NOVEMBER 2003

DOCUMENT
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MAR 08 2004

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SECRETARY'S BUREAU

06 November 2003

Mr. Peter Burg
CEO, First Energy
P.O. Box 3687
Akron OH 44309 3687

Re: Formal Complaint: (1) Falsification of My Records and
(2) Overcharge on Met-Ed Bill dated 24 October 2003
covering period 24 Sep to 23 Oct 2003

Dear Mr. Burg:

1. On their 24 Oct 03 bill, Met-Ed charged for meter readings "905 to 917" at 480 kilowatt hours used. Met-Ed charged me a second time for the meter rise of "905 to 907" which is $2 \times 40 = 80$ kilowatt hours and \$6.75 in overcharges. I already paid for those same 80 kilowatt hours last month when I paid \$60.56 for meter readings "894 to 907" (see my complaint letter dated 06 Oct 03). So I refigured the subject Met-Ed bill for 24 Oct to remove the 80-kilowatt-hour overcharge. Enclosed is my check #2879 in the amount of \$40.42 to cover the 400 kilowatt hours I used from meter readings "907 to 917" covering period 25 sep to 23 Oct 03.

2. I am outraged by Met-Ed continuing to falsify my records. In my letter on the very first 4000-hour overcharge in 2002, I wrote Met-Ed that falsifying my records was not acceptable. Falsifying my records is absolutely unallowable. I will follow the trail of the huge "999" fraudulent meter reading by Met-Ed last month which was tenfold the August reading and which was the subject of the 06 Oct 03 complaint. Met-Ed's "999" meter reading for September should have been carried over unmanipulated to Met-Ed's October bill. It was not. The "999" does not appear anywhere on Met-Ed's October bill. It was deep-sixed.

METER READING INFORMATION SECTION			
SEPTEMBER Bill dated 24 Sep 03 Billing Period Covering 23 Aug to 23 Sep 2003 Estimated		OCTOBER Bill dated 24 Oct 03 Billing Period Covering 24 Sep to 23 Oct 2003 Rebill	
Present kWh Reading (Estimate)	899	Present kWh Reading (Actual)	917
Previous kWh Reading (Actual)	894	Previous kWh Reading (Estimate)	905
Difference	105	Difference	12
Multiplier	40	Multiplier	40
Kilowatt Hours Used	4,200	Kilowatt Hours Used	480

The "Present kWh Reading" figure of "899" on the September bill should have been inserted on the October bill as the "Previous kWh Reading". Those two numbers must be the same. But they are not. The October chart shows that Met-Ed failed to transfer the "999" and that Met-Ed manipulated the "999" and reduced it to only "905". Met-Ed is attempting to infer that they charged 905 kilowatt hours of usage for September which is not true. They charged me the fraudulent "999". This is falsification of my records to cover up the evidence I put forth in my complaint. In one fell swoop on their 24 Oct 03 bill, Met-Ed eliminated evidence which proved:

- Met-Ed skyrocketed my meter dials to read a fraudulent "999" for the 24 Sep 03 bill.
- Met-Ed ran the kilowatt hour usage up to an enormous 4,200 for the 24 Sep 03 bill.
- Met-Ed overcharged 3,680 kilowatt hours for the 24 Sep 03 bill.
- Met-Ed overcharged \$310.48 for the 24 Sep 03 bill.

The "999" got thoroughly eradicated from my Oct 03 original bill. By the term "original", I mean the document I receive each month as my regular bill for electricity consumption and does not include a rebill which, as you know, I believe Met-Ed uses to cover up their scams. Please note that the October bill is a REBILL preceded by an ESTIMATED bill, which corroborates my stated position.

3. By falsely dropping the "999" to "905", Met-Ed also wiped out the 4,200-kWh SORE THUMB for September on the "Usage Comparison" chart which is a favorite ploy about which I have filed complaints with you before. This SORE THUMB should never disappear (1) because it is part of the written record, (2) because it is an instantaneous and highly visible signal to a forensic accountant, and (3) because Met-Ed should not be allowed to go back to a previous month's bill to falsify and change the data for that month. Whatever happened, happened. And should not be whitewashed. On the bottom left is the September "Usage Comparison" chart with the SORE THUMB. On the right is the October "Usage Comparison" chart with the September SORE THUMB eradicated.

RECEIVED
OCT 11 AM 10:48
METROPOLITAN U.C. BUREAU

If Met-Ed had run the October "Usage Comparison" chart using the same 6000 maximum parameter as they did for the September chart, a consumer might have been able to compare the two. Met-Ed runs the left-hand parameter column up and down. One month's maximum is 6000. The next month's maximum is 2000, which drastically distorts the proportions of the chart and makes it almost impossible for a consumer to compare the two. The heading of the section is an oxymoron.

4. Again Met-Ed used the Brown Mahogany Theory—they manipulated the data on the brown mahogany between the Sep and Oct bills while transferring the data from the previous month of Sep 03 to the current month of Oct 03, so the data would not show up on the bill for the consumer and auditor to see. My left chart shows verbatim Met-Ed's data as recorded on their original 24 Sep 03 bill. The right chart shows verbatim data as recorded on their original 24 Oct 03 bill. As follows:

ACCOUNT SUMMARY SECTION					
SEPTEMBER Bill dated 24 Sep 03 Billing Period Covering 23 Aug to 23 Sep 2003			OCTOBER Bill dated 24 Oct 03 Billing Period Covering 24 Sep to 23 Oct 2003		
		Amount Due			Amount Due
Your previous bill was	116.18		Your previous bill was	70.28	
Total payments/adjustments	- 39.23		Total payments/adjustments	0.00	
Balance at billing on September 24, 2003	76.95	76.95	Balance at billing on October 24, 2003	70.28	70.28
Current Basic Charges:			Current Basic Charges:		
Met-Ed - Consumption		361.03	Met-Ed - Consumption		47.26
Total Due by Oct 14, 2003 -Please pay this amount		\$ 437.98	Total Due by Nov 13, 2003 -Please pay this amount		\$ 117.53

On the Oct 03 bill, Met-Ed continues to erase evidence of the overcharge by manipulating the data from the Sep 03 bill. On the Sep bill, Met-Ed showed that my "Total Due" was \$437.98 which included the \$310.48 overcharge. But Met-Ed fails to carry over that amount to the Oct bill which is the normal procedure. Met-Ed's Oct bill correctly should have stated "Your previous bill was \$437.98". But it did not. Met-Ed changed the data while transferring it and states "Your previous bill was \$70.28." That is not a true statement and is a falsification of my records.

On the 24 Oct bill, Met-Ed gives no explanation for this manipulation. In other words, Met-Ed does not admit to the September overcharge and does not acknowledge on the Oct 03 bill how much they overcharged in dollars and kilowatt hours for Sep 03. I needed detailed information on Met-Ed's adjustment from \$437.98 down to \$70.28 from one bill to the other. So I went to the logical section on the 24 Oct 03 bill usually entitled "Detail Payment and Adjustment Information" in order to find the details on the adjustment Met-Ed made. There was nothing. Met-Ed wiped out the whole section and its heading from off my October bill. Zilch. Zero. Nothing. The "detailed information" section should have been packed with information on acknowledgement of Met-Ed's September overcharge of 3,680 kilowatt hours and \$310.48. The section should then have set forth Met-Ed's actions taken to rectify the overcharges. I will never know how Met-Ed came up with the difference of \$367.70 while dancing on the brown mahogany. The figure of "\$367.70" is not shown anywhere on the Oct 03 bill. I do not understand why the refund has to be such a secret if it is not a coverup.

5. Since there was no "Detail Payment and Adjustment Information" section on the Oct 03 bill, Met-Ed also failed to record my \$60.55 electricity consumption payment for Sep 03 which I mailed to you with my formal written complaint dated 06 Oct 03 about the fraudulent 24 Sep 03 bill. This is falsification of my payment record. I had read my meter and figured out my own bill and paid—because Met-Ed was attempting to scam me tenfold. My \$60.55 check #2871 cleared my bank on 14 Oct 03.

6. In addition to the sin of omission on the "Detail Payment and Adjustment Information" section, Met-Ed committed the sin of commission. Met-Ed expressly falsified my payment on the "Account Summary" section of the bill dated 24 Oct 03 as shown in paragraph 4 above. Met-Ed stated:

"Total payments/adjustment 0.00"

Met-Ed's statement is not true. This is an explicit falsification of my payment record. My check for \$60.55 cleared my bank on 14 Oct 03 and Met-Ed's bill containing the false statement is dated 10 days later on 24 Oct 03, so the falsification appears to be intentional.

7. I see no reason for all the chicanery, so I went to the "Message" section to see if Met-Ed left a message about my complaint. The "Message" section would be a useful place for Met-Ed to talk to the consumer and fully explain their overcharges and resultant corrections in dollars and kilowatt hours, as well as the amount of the refund or credit. There was nothing but a reminder of the unpaid amount which is pending from the first overcharge of 4,000 hours in Jan-Apr 2002 which has not been resolved. There is seldom useful information in this section which has the potential to be a powerful consumer-friendly section. For example, the Oct message should have said:

MESSAGE

On the 24 Sep 03 bill, your meter was misstated at "999". The bill should have shown your meter reading at "907" on 24 Sep 03. You were erroneously overcharged 3,680 kilowatt hours which was an overcharge of \$310.48. The \$310.48 is hereby credited to your account on this 24 Oct 03 bill. See the "Detailed Payment and Adjustment Information" section for details.

The Met-Ed overcharges, and consequent refunds/credits and corrections that are necessary to make the consumer whole, should be stated distinctly and categorically on the next month's original monthly bill, so the consumer can follow and verify what Met-Ed has done to the data on his previous bill:

- If and when Met-Ed makes an adjustment, it should be mandatory that Met-Ed identify that adjustment in the "Detail Payment and Adjustment Information" section. It should be specified whether the dollar amount is a Met-Ed "Adjustment" or a customer's "Payment". The amount should not be vaguely thrown into the section and left undesignated. Or better yet, separate the two items and make two different sections on the bill—one for "Detail Adjustments" and another for "Detail Payments".
- Met-Ed's underlying rationale for each requirement for an adjustment should be documented on the bill to the customer in the section entitled "Message".

The refund/credit for an overcharge and the reason therefor must show up on the consumer's original monthly bill for him to see. At the current time they do not, because Met-Ed would first have to admit the overcharge which it never does. Instead, Met-Ed uses the Brown-Mahogany Theory to cover up the refund, as I have documented in this complaint and my previous complaint letters dated 26 April 2002 and 24 February 2003. The adjustment must not be recorded on the Brown Mahogany between the bills where it never shows up on the bill for the consumer to see. Creative off-the-books accounting should be made illegal.

8. In summary, Met-Ed's October 2003 "Meter Reading Information" section correctly should have shown:

OCTOBER Bill dated 24 Oct 03 Billing Period Covering 25 Sep to 23 Oct 2003	
Residential Meter Number G46025384	
Present kWh Reading (Met-Ed Actual) and Customer Agrees	917
Previous kWh Reading (Customer's Actual Reading on 24 Sep 03)	807
Difference	10
Multiplier	40
kilowatt Hours Used	400

9. Then, the "Charges" section correctly should have shown the 400 kWh—not 480:

Charges from Met-Ed this billing period			
Customer Charge			\$ 6.67
Generation Charge	400 kWh	x 0.046060	18.424
Transmission Charge	400 kWh	x 0.001720	0.688
Distribution Charge	400 kWh	x 0.030290	12.116
Transition Charge	400 kWh	x 0.005140	<u>2.056</u>
TOTAL			33.28
State Tax Surcharge @ .014 %			<u>0.47</u>
Total Met-Ed Charges			\$ 40.42

Therefore, I enclose check #2879 in the amount of \$40.42.

Respectfully yours,

Joan Greene
846 Locust Street
Mt. Wolf PA 17347-9509

Enclosure: Check #2879 in the amount of \$40.42 to cover the 400 kWh of Electricity Consumption for Period 25 Sep 03 to 23 Oct 03 shown on Meter Readings "907 to 917"

cc: Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg PA 17105-3265

OALJ Hearing Report

Please Check Those Blocks Which Apply

Docket No:	C-20029142		YES	NO
		Prehearing Held:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Case Name:	Joan Greene v. Metropolitan Edison Company	Hearing Held:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Testimony Taken:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Transcript Due:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Hearing Concluded:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location:	HBG	Further Hearing Needed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Estimated Add'l Days:		
Date:	February 12, 2004	RECORD CLOSED:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ALJ:	Michael C. Schrierle	DATE:		
		Briefs to be Filed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Firm:	Sargents Court Reporting	DATE:		
		Bench Decision	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		REMARKS:	Complainant failed to appear.	

DOCUMENT FOLDER

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Telephone:	E-mail Address:			Fax Number:
	City	State	Zip	
Telephone:	E-mail Address:			Fax Number:

Check this box if additional parties or attendees appear on back of form.

Bernadette M. Black
Reporter's Signature

RJP

Note: Completion of this form does not constitute an entry of appearance, see 52 Pa. Code §§1.24 and 1.25.